

PETER BIBRING (SBN 223981)  
MELANIE P. OCHOA (SBN 284342)  
REKHA ARULANANTHAM (SBN 317995)  
ACLU FOUNDATION OF SOUTHERN CALIFORNIA  
1313 West Eighth Street  
Los Angeles, California 90017  
Telephone: (213) 977-9500  
Facsimile: (213) 977-5299  
[pbibring@clusocal.org](mailto:pbibring@clusocal.org)  
[mpochoa@clusocal.org](mailto:mpochoa@clusocal.org)  
[rarulanantham@clusocal.org](mailto:rarulanantham@clusocal.org)

*Counsel for Plaintiffs*  
(Additional Counsel for Plaintiffs on Following Page)

MICHAEL FEUER, City Attorney  
JAMES P. CLARK, Chief Deputy City Attorney  
KATHLEEN A. KENEALY, Chief Assistant City Attorney (SBN 212289)  
SCOTT MARCUS, Senior Assistant City Attorney (SBN 184980)  
A. PATRICIA URSEA, Deputy City Attorney (SBN 221637)  
200 N. Main Street, City Hall East, Room 675  
Los Angeles, CA 90012  
Telephone (213) 978-7569  
Facsimile (213) 978-7011  
[Patricia.Ursea@lacity.org](mailto:Patricia.Ursea@lacity.org)

*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

YOUTH JUSTICE COALITION,  
a non-profit organization; et al.,

*Plaintiffs,*

vs.

CITY OF LOS ANGELES, et al.,

*Defendants.*

Case No.: 2:16-cv-07932-VAP-RAO

[Honorable Virginia A. Phillips]

Complaint Filed: October 25, 2016

**SETTLEMENT AGREEMENT**

1 JACOB S. KREILKAMP (SBN 248210)  
2 LAURA D. SMOLOWE (SBN 263012)  
3 MUNGER, TOLLES & OLSON LLP  
350 South Grand Avenue, 50<sup>th</sup> Floor  
4 Los Angeles, California 90071-3426  
Telephone: (213) 683-9100  
5 Facsimile: (213) 687-3702  
[jacob.kreilkamp@mto.com](mailto:jacob.kreilkamp@mto.com)  
[laura.smolowe@mto.com](mailto:laura.smolowe@mto.com)

6  
7 JOSHUA GREEN (SBN 293749)  
SEAN GARCIA-LEYS (SBN 313558)  
8 THE CONNIE RICE INSTITUTE FOR URBAN PEACE  
1910 West Sunset Boulevard, Suite 800  
9 Los Angeles, California 90026  
Telephone: (213) 404-0124  
10 Facsimile: (213) 402-2843  
[jgreen@urbanpeaceinstitute.org](mailto:jgreen@urbanpeaceinstitute.org)  
[sgarcialeys@urbanpeaceinstitute.org](mailto:sgarcialeys@urbanpeaceinstitute.org)

11  
12 *Counsel for Plaintiffs*

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1 gang injunctions against Plaintiffs Peter Arellano and Jose Reza. [Dkt. 12.] City  
2 opposed the motion for preliminary injunction as to Arellano and filed a notice of  
3 non-opposition as to Reza. [Dkts. 39 & 40.] The District Court entered a  
4 preliminary injunction on September 7, 2017, barring City from enforcing the  
5 Judgment Granting Permanent Injunction in *People v. Big Top Locos, et al.*, Case  
6 No. BC511444 (L.A. Sup. Ct. Sept. 23, 2013) against Plaintiff Arellano, on the  
7 ground that he was likely to succeed on his claim that “the risk of erroneous  
8 deprivation under the City’s current procedures [for subjecting individuals to a  
9 gang injunction] is considerable and the City’s removal procedures do not  
10 adequately remedy the lack of pre-deprivation process.” [Dkt. 106, p. 24.]

11 4. On October 2, 2017, Plaintiffs filed a Motion For Class Certification  
12 And Appointment Of Class Counsel. [Dkt. 107.] After negotiations between  
13 counsel, City filed a notice of non-opposition to the Motion For Class Certification  
14 on October 30, 2017. [Dkt. 111.]

15 5. On November 6, 2017, the Parties filed a Joint Stipulation re Class  
16 Certification and Amended Class Definition [Dkt. 112]. The Court approved the  
17 Joint Stipulation, certifying the case as a class action pursuant to Rule 23(b)(2) of  
18 the Federal Rules of Civil Procedure, on January 4, 2018. [Dkt. 114].

19 6. Also in its January 4, 2018, Order [Dkt. 114], the District Court  
20 appointed the ACLU Foundation of Southern California, The Connie Rice Institute  
21 for Urban Peace, and Munger, Tolles & Olson LLP (collectively, “Plaintiffs’  
22 Counsel”) as Class counsel.

23 7. On January 29, 2018, Plaintiffs filed a Motion to Expand Preliminary  
24 Injunctions Entered on Behalf of Plaintiffs Peter Arellano and Jose Reza to the  
25 Entire Class. [Dkt. 115.] City opposed this Motion. [Dkt. 116.] On  
26 March 15, 2018, the District Court granted Plaintiffs’ Motion and extended the  
27 Arellano Preliminary Injunction to Class members served with a Los Angeles  
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1 Gang Injunction before January 19, 2018, on the basis that “Plaintiffs are likely to  
2 establish that the City did not provide sufficient due process for [these] class  
3 members . . . and that continued enforcement of the Los Angeles Gang Injunctions  
4 against these class members is likely to result in irreparable injury.” [Dkt. 132, p.  
5 9.]

6 8. On April 13, 2018, City filed a Notice of Appeal of the District  
7 Court’s March 15, 2018 Order. [Dkt. 134.] Soon thereafter, the Parties agreed to  
8 participate in the Ninth Circuit Mediation process.

9 9. At the start of this litigation, the class consisted of approximately  
10 9,000 individuals whom the City had served with notice that the City would  
11 enforce gang injunctions against them. During the course of this action, the City  
12 ceased enforcing gang injunctions against certain class members and mailed those  
13 class members notices at their last known address informing them that the City  
14 would no longer enforce the gang injunction against them, as follows:

- 15 a. In about December 2017, the City sent letters to approximately 7,500  
16 class members informing them that the City would no longer enforce  
17 the provisions of the gang injunctions against them, but also  
18 informing them that they could be served with a gang injunction and  
19 be subject to enforcement in the future if the City became aware of  
20 additional evidence of gang involvement;
- 21 b. In about April 2018, following the Court’s grant of the preliminary  
22 injunction against enforcement of gang injunctions against the class,  
23 the City sent letters to the approximately 1,450 class members still  
24 subject to gang injunctions informing them of the Court’s ruling and  
25 telling them the City would temporarily cease enforcement of the  
26 injunctions against them, until further notice;

1 c. In about September and October 2018, the City sent letters to the  
2 same approximately 1,450 individuals informing them that the City  
3 would no longer enforce the provisions of the gang injunctions against  
4 them, but also informing them that they could be served with a gang  
5 injunction and be subject to enforcement in the future if the City  
6 became aware of additional evidence of gang involvement.

7 d. As of the signing of this Settlement, the City has sent letters to all  
8 class members at their last known address telling them that they are no  
9 longer subject to enforcement of the gang injunctions previously  
10 served on them.

11 10. Throughout these proceedings, the Parties have discussed possible  
12 informal resolution of this litigation, including potential changes to City's policies  
13 and procedures for serving and enforcing gang injunctions. These efforts included  
14 staying the Action from January through June 2017 [Dkt. 69] during which time  
15 the Parties utilized the assistance of a private mediator. Even after the stay was  
16 lifted, the Parties continued to discuss ways of resolving this matter without the  
17 need for full litigation. To that end, the Parties communicated regularly, both by  
18 phone and by email, and met in person multiple times.

19 11. This Settlement Agreement constitutes the conclusion of those  
20 discussions. The Parties desire to fully and finally compromise and settle all  
21 claims arising out of or relating to all matters alleged or that could have been  
22 alleged in the Action, as specifically defined below, without any admission of  
23 fault, liability, or wrongdoing, in the interests of avoiding the additional expense  
24 and the inherent uncertainties of protracted litigation. The Parties believe that  
25 resolution upon the terms and conditions set forth in this Settlement Agreement is  
26 in the best interests of both Plaintiffs and City, and Plaintiffs' Counsel has  
27 concluded that settlement for the consideration and on the terms set forth in this  
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1 Settlement Agreement is fair, reasonable, adequate, and in the best interest of the  
2 Class.

3 **II. SETTLEMENT TERMS**

4 **A. Definitions**

5 12. The Parties agree that the following terms will have the following  
6 meanings for purposes of this Settlement Agreement:

7 13. **Class:** All persons, past and future, whom an authorized agent of City  
8 has notified, whether by personal service or otherwise, that they are subject to a  
9 Gang Injunction and who were not named as individual civil defendants, or who  
10 were not substituted in as Doe defendants, in the civil nuisance abatement action to  
11 obtain that injunction.

12 14. **Gang Injunction:** An injunction obtained by the People of the State  
13 of California represented by the Los Angeles City Attorney's Office, against a  
14 criminal street gang (as defined in Section 186.22 of the California Penal Code),  
15 which the City has sued as an unincorporated association, and its  
16 members, pursuant to a nuisance abatement action, including but not limited to a  
17 common law nuisance abatement action or those brought pursuant to Section 3479  
18 of the California Civil Code.

19 15. **Existing Gang Injunction:** Any of the 46 Gang Injunctions in  
20 existence as of the Effective Date of this Agreement, a list of which is attached as  
21 Exhibit C hereto.

22 16. **New Gang Injunction:** Any Gang Injunction that is not an Existing  
23 Gang Injunction and that is obtained by the People of the State of California  
24 represented by the Los Angeles City Attorney's Office after the Effective Date of  
25 this Agreement.

26 17. **City:** City shall mean (a) the Los Angeles City Attorney's Office in  
27 its capacity as attorneys for the People of the State of California; (b) the Los  
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1 Angeles Police Department; and (c) all other agents and employees of the City of  
2 Los Angeles who are authorized to obtain and/or enforce Gang Injunctions.

3 18. **Effective Date:** Seven (7) days after:

- 4 a. Entry of final judgment in the Action, following the final  
5 approval of the settlement of the Action by the District Court  
6 and entry of a final order by the District Court approving this  
7 Settlement Agreement without any material modifications; and  
8 b. The later of any or all of the following events: the expiration of  
9 the period for filing any appeal, writ, or other appellate  
10 proceeding opposing approval of the settlement and final  
11 judgment without any appeal, writ or other appellate proceeding  
12 having been filed; a final and conclusive ruling on any appeal,  
13 writ, or other appellate proceeding upholding the District  
14 Court's final order with no right to pursue further remedies or  
15 relief; or the final and conclusive dismissal of any appeal, writ  
16 or other appellate proceeding opposing the settlement with no  
17 right to pursue further remedies or relief.

18 19. **Parties:** Plaintiffs Peter Arellano and Jose Reza, for themselves and  
19 on behalf of all class members as certified in the Action, Youth Justice Coalition,  
20 and Defendant City.

21 20. **Removal Petition Process:** An administrative process provided by  
22 City that allows an individual who is subject to enforcement of a Gang Injunction  
23 to informally petition City to cease enforcing the injunction against that individual.

24 **B. New Policy For Gang Injunctions**

25 21. City will enforce a Gang Injunction against an individual only if that  
26 individual was named as a defendant in the civil injunction proceeding (or was  
27 otherwise joined in the civil injunction proceeding, as a party, real party in interest,  
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1 or otherwise, such that the person received all the same procedural rights as a  
2 defendant under the California Code of Civil Procedure, Rules of Court, and other  
3 applicable California rules and laws) and is made subject to enforcement of the  
4 gang injunction by a judgment or court order. This new policy applies even if an  
5 individual was previously served with a Gang Injunction. This policy applies to  
6 New and Existing Gang Injunctions, as further described below.

7 **C. New Gang Injunctions**

8 22. If City files a complaint seeking a New Gang Injunction, City will  
9 name as a defendant any individual against whom City seeks to enforce the New  
10 Gang Injunction.

11 23. City may seek to specify, in any proposed New Gang Injunction, the  
12 procedure by which the City may petition the court to include additional  
13 defendants or parties in interest to the New Gang Injunction. Any specified  
14 procedure shall seek to afford to any additional defendant or party in interest the  
15 same due process rights that a defendant receives under the California Code of  
16 Civil Procedure, Rules of Court, and other applicable California rules and laws as  
17 referenced in Settlement Agreement Sections II.D-E; is intended to ensure that the  
18 court will accept jurisdiction to allow the City to include additional persons; and  
19 must be approved by the court.

20 24. Service of the complaint and other legal documents related to a New  
21 Gang Injunction on an individual named as a defendant, and/or the gang entity,  
22 shall be conducted in the manner provided for service of process in civil litigation  
23 under the California Code of Civil Procedure, Rules of Court, and other applicable  
24 California rules and laws.

25 **D. Existing Gang Injunctions**

26 25. City may move to modify an Existing Gang Injunction to add a new  
27 defendant(s) and/or otherwise make an individual(s) a party or real party in interest  
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1 subject to an Existing Gang Injunction to provide the individual(s) with the same  
2 due process rights as a defendant.

3 26. City will personally serve a motion to modify injunction (or similar  
4 document) on an individual that City seeks to add as a defendant or real party in  
5 interest to an Existing Gang Injunction. The motion to modify (or similar  
6 document) will include the evidence on which City relies in the motion. This  
7 provision of evidence is not intended to supplant or replace the rights of either side  
8 under the Civil Discovery Act, Cal. Code Civ. Proc. §. 2016.010 *et seq.*, subject to  
9 any rulings, interpretations, or determinations of the Superior Court.

10 **E. Procedural Aspects of New Policy**

11 27. For a period of three years following the Effective Date of this  
12 Agreement, City will provide:

- 13 a. to individuals served with a complaint seeking a New Gang  
14 Injunction: a letter (in the form set forth in Exhibit D) that  
15 provides contact information of Plaintiffs' Counsel and  
16 explanatory information about the process;
- 17 b. to individuals served with a motion to modify an Existing Gang  
18 Injunction (or similar document) to add that individual as a  
19 defendant or real party in interest: a letter (in the form set forth  
20 in Exhibit E) that provides contact information of Plaintiffs'  
21 Counsel and other legal resources available to the individual;  
22 and
- 23 c. to Plaintiffs' Counsel: the names and reasonably available  
24 contact information of individuals served with a complaint  
25 seeking a New Gang Injunction or a motion to modify (or  
26 similar documents) seeking to add an individual to an Existing  
27 Gang Injunction.

1           28. Nothing in this Agreement obligates City to provide or pay for  
2 counsel for any defendant or real party in interest that City seeks to subject to  
3 enforcement of a New or Existing Gang Injunction.

4           29. Absent a change in the legal standard of proving active gang  
5 membership in California, City, in obtaining a court order permitting enforcement  
6 of a New or Existing Gang Injunction against an individual, will bear the burden of  
7 proof to establish by clear and convincing evidence that the individual is an active  
8 gang member of the criminal street gang that the City alleges is a cause of the  
9 public nuisance. Nothing in this Agreement prevents the individual from raising  
10 any defense to or legal arguments against the enforcement sought by the City.

11           30. City may seek a default judgment or similar remedy against any  
12 individual who fails to oppose a motion to modify (or similar document) seeking to  
13 subject an individual to enforcement of an Existing Gang Injunction or who fails to  
14 respond to a complaint filed to obtain a New Gang Injunction.

15           31. If City voluntarily dismisses an individual before a final order or  
16 judgment as to that individual's active gang membership, City will not enforce  
17 against that individual. This does not preclude City from later serving a previously  
18 dismissed individual in accordance with the provisions of this Agreement.

19           32. A court's determination that an individual is or is not an active gang  
20 member made in a civil gang injunction proceeding does not preclude City or the  
21 individual from taking the position that the individual is or is not an active gang  
22 member in any other criminal, civil, or administrative proceeding.

23           33. If the court determines that an individual is not an active gang  
24 member, this does not preclude City from later serving that individual based on  
25 new or additional evidence of active gang membership in accordance with the  
26 provisions of this Agreement.

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1           34. Any appeal, writ, or other challenge to a court’s determination of  
2 active gang membership shall be as provided in the California Code of Civil  
3 Procedure, Rules of Court, and other applicable California rules and laws.

4           **F. Notice and Enforcement**

5           35. Enforcement of a Gang Injunction may begin upon notice of the  
6 judgment or order permitting enforcement against that individual. Unless  
7 otherwise ordered by the court, notice of the judgment or order shall be effectuated  
8 in accordance with the California Code of Civil Procedure, Rules of Court, and  
9 other applicable California rules and laws.

10           36. If the judgment or order permitting enforcement against an  
11 individual is entered in an Existing Gang Injunction, City shall serve the individual  
12 with a Notice of Non-Enforcement of Specific Gang Injunction Provisions, an  
13 example of which is attached as Exhibit F, setting forth any provisions of the  
14 Existing Gang Injunction that City does not or will not enforce.

15           37. City will cease enforcing a Gang Injunction against an individual five  
16 (5) years from the date of the judgment or court order authorizing such  
17 enforcement against that individual. However, nothing in this Agreement  
18 precludes City from seeking a judgment or order permitting enforcement of a Gang  
19 Injunction against any individual, regardless of any previous service, enforcement,  
20 or dismissals, based on new or additional evidence of active gang membership, so  
21 long as City does so in accordance with the provisions of this Agreement.

22           **G. Juveniles**

23           38. The New Policy for Gang Injunctions and all other provisions of this  
24 Agreement shall apply equally in the event City seeks to obtain a judgment or  
25 court order permitting enforcement of a Gang Injunction against an individual who  
26 is under the age of 18 (“Juvenile”). In addition, City shall:  
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- 1 a. Comply with applicable California law governing civil lawsuits
- 2 brought against Juveniles, including Cal. Code Civ. Proc. §§ 372-373
- 3 (appointment of a guardian ad litem);
- 4 b. Serve a copy of the complaint, or motion to modify or similar
- 5 document, on the Juvenile’s parent and/or guardian, in addition to
- 6 serving such document on the Juvenile in accordance with the terms
- 7 of this Agreement and applicable law; and
- 8 c. Deliver an electronic copy of the complaint, motion to modify, or
- 9 similar document to the Children's Law Center, who can provide the
- 10 document to the attorney assigned to the Juvenile in the event the
- 11 Juvenile is under the jurisdiction of the dependency court pursuant to
- 12 Welfare & Institutions Code § 300 et seq.

13 39. In appropriate cases, City may seek release of Juvenile Court records  
14 to the court presiding over the Gang Injunction proceeding and the  
15 Juvenile.

16 **H. Removal Petition Process**

17 40. City retains full discretion to modify or terminate its Removal Petition  
18 Process at any time.

19 **III. RELEASES**

20 41. In exchange for the consideration as described herein, upon the final  
21 approval by the District Court of the settlement as set forth in this Settlement  
22 Agreement, and except as to such rights or claims as may be created by this  
23 Settlement Agreement, Plaintiffs and each member of the Class, for themselves,  
24 their beneficiaries, executors, conservators, personal representatives, wards, heirs,  
25 spouses, predecessors, successors and affiliates, jointly and severally, shall, and  
26 hereby do fully, finally, and forever release, acquit, and discharge City and all of  
27 its boards, bureaus, departments, administrators, officers, agents, employees,  
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1 including but not limited to, Mike Feuer and Charlie Beck, and all persons that  
2 acted on behalf of City (collectively the “City Released Parties”) from any and all  
3 claims, demands, causes of action, or suits for equitable relief asserted by Plaintiffs  
4 in this Action, specifically Plaintiffs’ claims that City’s process in subjecting  
5 individuals to Gang Injunctions without adequate pre-deprivation process violated  
6 Class Members’ due process rights under the United States and California  
7 constitutions (the “Released Claims”). This waiver shall be limited to the  
8 allegations made and remedies sought in the Complaint. However, if evidence that  
9 a Class member was subject to an Existing Gang Injunction prior to the execution  
10 of this Settlement Agreement is presented in any proceeding, nothing in this  
11 Agreement shall impede that Class member from raising arguments identical to  
12 those alleged in this Action to rebut or refute that evidence, and nothing shall  
13 impede City from rebutting any arguments raised by the Class member.

14 42. The Parties acknowledge that it is possible that unknown claims exist  
15 or might exist. Plaintiffs, and every Class member, are deemed to acknowledge  
16 and understand that they may later discover claims presently unknown or  
17 unsuspected, or facts in addition to or different from those which they now believe  
18 to be true with respect to the Released Claims. Nevertheless, it is the intention of  
19 Plaintiffs and every Class member to fully, finally, and forever settle and release  
20 the Released Claims with City Released Parties that exist, hereafter may exist, or  
21 might have existed, as set forth above.

22 43. The undersigned Plaintiffs further acknowledge and agree that, as to  
23 the Released Claims, they waive and relinquish the provisions of any protection  
24 under **Section 1542 of the California Civil Code**, and/or any similar law, either  
25 federal or of any state or territory of the United States or statute or applicable law  
26 anywhere existing. Plaintiffs acknowledge and agree that they understand the  
27 meaning of **California Civil Code Section 1542**, which provides as follows:  
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**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

44. The undersigned Plaintiffs expressly acknowledge that each of them understands the significance and consequence of such a specific waiver of Section 1542 as applied to the Released Claims, as set forth above.

**IV. ATTORNEY’S FEES AND COSTS**

45. In addition to the actions set forth above, the City shall pay the sum of \$1,750,000, made payable to ACLU Foundation of Southern California, in total payment for, and in full satisfaction of any and all of claims for attorneys’ fees, litigation expenses and costs in this action, by Plaintiffs or by Plaintiffs’ counsel, within thirty (30) days of Effective Date of this Settlement Agreement.

**V. APPROVAL PROCESS**

46. The Parties stipulate and agree to the following schedule and procedures for obtaining the District Court’s approval of the Settlement Agreement.

**A. Preliminary Approval of Settlement Agreement**

47. The Parties understand and agree that this Settlement Agreement is subject to final approval by City Council and other City officers, boards, commissions, or entities, and that the execution of this Agreement is subject to and conditioned upon the granting of all such City approvals needed to make this Agreement final and binding.

48. Once City has formally and finally approved this Settlement Agreement, the Parties will jointly file a regularly noticed motion for preliminary approval of this settlement. The Parties will use all best efforts to file the motion for preliminary approval no later than February 14, 2020.

1           **B.     Notice of Proposed Settlement**

2           49.    If the District Court grants preliminary approval of the settlement  
3 terms described in this Agreement, notice shall be provided to Class members in  
4 the form set forth in Exhibit A. Such notice will be provided as follows:

- 5                   a.    Within 30 days after this Court grants preliminary approval of  
6                        the settlement, up to the date of the final approval hearing (the  
7                        “Notice Period”), the ACLU Foundation of Southern  
8                        California, the Connie Rice Institute for Urban Peace, and the  
9                        Youth Justice Coalition will post the notice on their websites;
- 10                   b.   Plaintiff Youth Justice Coalition will announce the settlement  
11                        on its Facebook, Twitter, and Instagram feeds, as well in email  
12                        sent to their distribution list of over 10,000 recipients. Youth  
13                        Justice Coalition will also distribute announcements and notice  
14                        to gang intervention workers and at community meetings.
- 15                   c.   Plaintiffs will retain DJ-LA, a marketing and communications  
16                        firm, to provide announcements of the settlement with links to  
17                        the notice through a 4-week advertising campaign to be fully  
18                        implemented during the Notice Period. The campaign will  
19                        include 20 outdoor posters placed where they will be visible to  
20                        class members and a social media advertising campaign geo-  
21                        targeted for class members in injunction areas. The City agrees  
22                        to pay \$25,000 towards the costs of the notice provided by DJ-  
23                        LA.

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

25           50.    Any Class member who intends to object to final approval of the  
26 settlement or this Settlement Agreement must file a written objection, along with  
27 any supporting documents, with the District Court, with copies to Plaintiffs’  
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1 Counsel and City, no later than 120 days after preliminary approval. The written  
2 objection must set forth, in clear and concise terms, the legal and factual arguments  
3 supporting the objection.

4 51. Any Class member who fails to make a timely objection in the manner  
5 specified above shall be deemed to have waived any and all objections and shall be  
6 foreclosed from making any objection, whether by appeal or otherwise, to the  
7 settlement or this Settlement Agreement.

8 52. The Parties understand and agree that the Class is certified under  
9 Federal Rules of Civil Procedure 23(b)(2), and that therefore no Class member  
10 may opt out of any provisions of this Settlement Agreement.

11 **D. Final Approval of Settlement Agreement**

12 53. The District Court shall schedule a Final Approval Hearing on a date  
13 at least 180 days after preliminary approval, to provide all Class members with  
14 notice of this proposed settlement and an opportunity to object and appear at the  
15 hearing.

16 54. No Class member shall be entitled to be heard at the Final Approval  
17 Hearing (whether in person or through counsel) unless the Class member has filed  
18 with the District Court and served upon Plaintiffs' Counsel and City a written  
19 objection as set forth in Paragraph 50.

20 55. Should the District Court grant the request for approval of the  
21 settlement, the Parties will submit a proposed Stipulated Settlement and Order of  
22 Dismissal ("Order") in the form set forth in Exhibit B. The Order will set forth  
23 final approval of the class action settlement, adjudicating the terms thereof to be  
24 fair, reasonable, and adequate, and directing consummation of all terms and  
25 provisions of this Settlement Agreement. The Order shall include an express  
26 provision for the District Court to retain jurisdiction to enforce the terms of this  
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1 Settlement Agreement for a period of three (3) years following the date of the  
2 District Court's entry of the Order.

3 **VI. OTHER PROVISIONS**

4 56. A failure of the District Court to approve any material condition of  
5 this Settlement Agreement that effects a fundamental change to the terms of the  
6 settlement shall render the entire Settlement Agreement voidable and  
7 unenforceable as to all Parties, at the option of either party upon written notice to  
8 the other party and to the Court at any time prior to final approval of this  
9 Settlement Agreement. In the event a party voids this Settlement Agreement as set  
10 forth herein, the Parties shall be restored to their pre-settlement positions in this  
11 action.

12 57. The Parties and their respective counsel agree to cooperate fully with  
13 each other to accomplish the approval of the terms of this Settlement Agreement  
14 by the District Court, including but not limited to the execution of documents, and  
15 to take such other action as may reasonably be necessary to implement the terms  
16 herein. The Parties agree to use their best efforts, including all efforts  
17 contemplated by this Settlement Agreement, and any other efforts that may  
18 become necessary by order of the District Court, or otherwise, to effectuate this  
19 Settlement Agreement.

20 58. The Parties and their respective counsel agree that they will not  
21 encourage or attempt to encourage any members of the Class to object to the  
22 proposed settlement, and will make every reasonable effort to accurately explain  
23 the benefits of this Settlement Agreement in response to any questions from any  
24 Class member.

25 59. This Settlement Agreement may be amended or modified only by a  
26 written instrument signed by Plaintiffs, City, and their respective counsel. No  
27 rights under this Settlement Agreement may be waived except in writing.

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1           60. If a court of competent jurisdiction issues an order or judgment  
2 regarding the due process to be afforded persons being served with and made  
3 subject to enforcement of a gang injunction, and that order or judgment conflicts  
4 with or is inconsistent with any part or subpart of the terms contained in Section II  
5 of this Agreement, the Parties agree that the conflicting or inconsistent part(s) or  
6 subpart(s) of this Agreement shall no longer be effective. In the event either party  
7 believes that a conflict or inconsistency exists, that party shall provide the other  
8 party with notice in writing of the conflict or inconsistency, and identifying the  
9 part or subpart that shall no longer be effective; the other party shall respond in  
10 writing within 14 days. If the Parties disagree as to whether a conflict or  
11 inconsistency exists, the party that contends that any part or subpart of Section II  
12 shall no longer be effective shall bring a motion seeking resolution of the issue by  
13 the District Court in accordance with its retention of jurisdiction to enforce this  
14 Agreement pursuant to Paragraph 69. The Agreement shall remain in effect until  
15 the District Court orders otherwise or the Parties agree in writing.

16           61. This Settlement Agreement and any attached exhibits constitute the  
17 entire Settlement Agreement between the Parties relating to the terms contained  
18 herein. All prior or contemporaneous agreements, understandings, and statements,  
19 whether oral or written, whether express or implied, and whether by a party or its  
20 counsel, are merged herein. No oral or written representations, warranties, or  
21 inducements have been made to any party concerning this Settlement Agreement  
22 or its exhibits other than the representations, warranties, and covenants contained  
23 and memorialized in such documents.

24           62. Counsel for Plaintiffs and City have arrived at this Settlement  
25 Agreement as a result of a series of arm's-length negotiations extending many  
26 months, taking into account all relevant factors, present and potential. This  
27 Settlement Agreement has been drafted jointly by counsel for the Parties and,  
28

1 therefore, in any construction or interpretation of this Settlement Agreement, shall  
2 not be construed against any of the Parties.

3 63. This Settlement Agreement contains the entire agreement among the  
4 Parties hereto and supersedes any prior agreements or understandings between  
5 them. Except for the Recitals, all terms of this Settlement Agreement are  
6 contractual and not merely recitals. The terms of this Settlement Agreement are  
7 and shall be binding upon the Parties, their agents, attorneys, employees,  
8 successors and assigns, and upon all other persons claiming any interest in the  
9 subject matter through any of the Parties, including any Class Member.

10 64. This Settlement Agreement may be executed in one or more  
11 counterparts. All executed copies of this Settlement Agreement and photocopies  
12 thereof shall have the same force and effect and shall be as legally binding and  
13 enforceable as the original. This Settlement Agreement shall be deemed to have  
14 been executed upon the last date of execution by all of the undersigned.

15 65. The exhibits to this Settlement Agreement are an integral part of the  
16 Settlement and are hereby incorporated and made a part of the Settlement  
17 Agreement.

18 66. The signatories hereto represent that they are fully authorized to enter  
19 into this Settlement Agreement and are fully authorized to bind the Plaintiffs, the  
20 Class Members, and City to all terms stated herein.

21 67. Whenever this Settlement Agreement requires or contemplates that  
22 one party shall or may give notice to the other, notice shall be provided in writing  
23 by first class U.S. Mail and e-mail to counsel.

24 68. This Settlement Agreement is in compromise of disputed claims, and  
25 neither the execution and delivery of this Settlement Agreement, nor the  
26 performance of any obligations thereunder, shall be construed as an admission of  
27 liability or wrong doing or as an admission of any other matter on the part of any  
28

1 of the Parties, and neither this Settlement Agreement, nor the Settlement, nor any  
2 act performed or document executed pursuant to or in furtherance of this  
3 Agreement or the Settlement is or may be deemed to be or may be used as an  
4 admission of, or evidence of, any fault, admission, or omission of the Parties in any  
5 civil, criminal, or administrative proceeding in any court, administrative agency, or  
6 other tribunal.

7           69. The District Court shall retain jurisdiction with respect to the  
8 implementation and enforcement of the terms of this Settlement Agreement, and  
9 the Parties hereto submit to the jurisdiction of the District Court for purposes of  
10 implementing and enforcing the Settlement embodied in this Settlement  
11 Agreement.

12           70. Without further order of the Court, the Parties may agree to  
13 reasonable extensions of time to carry out any of the provisions in this Settlement  
14 Agreement.

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

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DATED: OCTOBER 14, 2020



YOUTH JUSTICE COALITION  
by MICHAEL SAAVEDRA

PETER ARELLANO

JOSE REZA

ACLU FOUNDATION OF SOUTHERN  
CALIFORNIA

MUNGER, TOLLES & OLSON LLP

THE CONNIE RICE INSTITUTE FOR URBAN  
PEACE

By: \_\_\_\_\_  
PETER BIBRING  
*Attorneys for Plaintiffs*

MICHAEL N. FEUER, City Attorney  
JAMES P. CLARK, Chief Deputy City Attorney  
KATHLEEN A. KENEALY, Chief Assistant City  
Attorney  
SCOTT MARCUS, Senior Assistant City Attorney  
A. PATRICIA URSEA, Deputy City Attorney

By: \_\_\_\_\_  
SCOTT MARCUS  
Senior Assistant City Attorney  
*Attorneys for Defendant*  
CITY OF LOS ANGELES

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

3  
4 DATED: Jan 29, 20<sup>20</sup>~~19~~

5 \_\_\_\_\_  
6 YOUTH JUSTICE COALITION  
7 by \_\_\_\_\_

8   
9 \_\_\_\_\_  
10 PETER ARELLANO

11 \_\_\_\_\_  
12 JOSE REZA

13 ACLU FOUNDATION OF SOUTHERN  
14 CALIFORNIA

15 MUNGER, TOLLES & OLSON LLP

16 THE CONNIE RICE INSTITUTE FOR URBAN  
17 PEACE

18 By: \_\_\_\_\_  
19 PETER BIBRING  
20 *Attorneys for Plaintiffs*

21 MICHAEL N. FEUER, City Attorney  
22 JAMES P. CLARK, Chief Deputy City Attorney  
23 KATHLEEN A. KENEALY, Chief Assistant City  
24 Attorney  
25 SCOTT MARCUS, Senior Assistant City Attorney  
26 A. PATRICIA URSEA, Deputy City Attorney

27 By: \_\_\_\_\_  
28 SCOTT MARCUS  
Senior Assistant City Attorney  
*Attorneys for Defendant*  
CITY OF LOS ANGELES

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

3  
4 DATED: 01/28/, 2019

5 \_\_\_\_\_  
6 YOUTH JUSTICE COALITION  
7 by \_\_\_\_\_

8 \_\_\_\_\_  
9 PETER ARELLANO

10 \_\_\_\_\_  
11   
12 JOSE REZA

13 ACLU FOUNDATION OF SOUTHERN  
14 CALIFORNIA

15 MUNGER, TOLLES & OLSON LLP

16 THE CONNIE RICE INSTITUTE FOR URBAN  
17 PEACE

18 By: \_\_\_\_\_  
19 PETER BIBRING  
20 *Attorneys for Plaintiffs*

21 MICHAEL N. FEUER, City Attorney  
22 JAMES P. CLARK, Chief Deputy City Attorney  
23 KATHLEEN A. KENEALY, Chief Assistant City  
24 Attorney  
25 SCOTT MARCUS, Senior Assistant City Attorney  
26 A. PATRICIA URSEA, Deputy City Attorney

27 By: \_\_\_\_\_  
28 SCOTT MARCUS  
Senior Assistant City Attorney  
*Attorneys for Defendant*  
CITY OF LOS ANGELES



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

3  
4 DATED: January 29, 2020

5 \_\_\_\_\_  
6 YOUTH JUSTICE COALITION  
7 by \_\_\_\_\_

8 \_\_\_\_\_  
9 PETER ARELLANO

10 \_\_\_\_\_  
11 JOSE REZA

12 \_\_\_\_\_  
13 ACLU FOUNDATION OF SOUTHERN  
14 CALIFORNIA

15 \_\_\_\_\_  
16 MUNGER, TOLLES & OLSON LLP

17 \_\_\_\_\_  
18 THE CONNIE RICE INSTITUTE FOR URBAN  
19 PEACE

20 \_\_\_\_\_  
21 By:   
22 PETER BIBRING  
23 *Attorneys for Plaintiffs*

24 \_\_\_\_\_  
25 MICHAEL N. FEUER, City Attorney  
26 JAMES P. CLARK, Chief Deputy City Attorney  
27 KATHLEEN A. KENEALY, Chief Assistant City  
28 Attorney  
SCOTT MARCUS, Senior Assistant City Attorney  
A. PATRICIA URSEA, Deputy City Attorney

By: \_\_\_\_\_  
SCOTT MARCUS  
Senior Assistant City Attorney  
*Attorneys for Defendant*  
CITY OF LOS ANGELES

# **Exhibit A**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT REGARDING THE RIGHTS OF PERSONS PREVIOUSLY SUBJECT TO GANG INJUNCTIONS IN THE CITY OF LOS ANGELES**

This notice is about a proposed settlement of a class action lawsuit against the City of Los Angeles involving alleged constitutional violations in the enforcement of “gang injunctions” by the Los Angeles Police Department and Los Angeles City Attorney’s office against individuals in the City of Los Angeles. ***If you have previously been notified by the City of Los Angeles that you were subject to a gang injunction, this settlement may affect your rights.***

### **ABOUT THE LAWSUIT**

On October 26, 2016, the organization Youth Justice Coalition and two individuals (“Plaintiffs”) filed this lawsuit (entitled *Youth Justice Coalition et al. v. City of Los Angeles et al.*) against the City of Los Angeles in the United States District Court for the Central District of California, Case No. 16-CV-07932-VAP (RAO), challenging the City’s practice in enforcing “gang injunctions,” which are state-court civil orders prohibiting a variety of gang-related nuisance behaviors. The lawsuit alleged that City of Los Angeles violated procedural due process under the United States and California Constitutions by not naming Plaintiffs as defendants in the civil actions in which gang injunctions were issued or otherwise affording Plaintiffs an opportunity to contest the allegation that they were active members of the criminal street gang subject to the injunction before being served with and made subject to enforcement of the gang injunction. The lawsuit asked the Court to order the City of Los Angeles to cease enforcing gang injunctions against any individuals without first providing them constitutionally sufficient process to contest the allegation that they are active gang members.

In October 2016, the two individual Plaintiffs asked the Court to temporarily halt enforcement of gang injunctions against them pending resolution of the case. The City did not oppose the request as to one Plaintiff, and the Court granted the request as to the other in a preliminary injunction entered in September 2017.

In October 2017, Plaintiffs asked the Court to certify this case as a class action. After discussions between the parties, the City agreed that the case should be certified as a class action, which the Court did in January 2018, certifying a class described below (in “The Parties”).

In January 2018, Plaintiffs asked the Court to expand the preliminary injunction temporarily prohibiting enforcement of gang injunctions from the individual Plaintiffs to the entire Plaintiff Class. The Court granted the request in March 2018 on the basis that Plaintiffs were “likely to establish that the City did not provide sufficient due process for [these] class members . . . and that continued enforcement of the Los Angeles Gang Injunctions against these class members is likely to result in irreparable injury.”

The parties have reached a settlement of the claims that were certified as class claims, and this notice provides details of that settlement.

### **THE PARTIES**

Two individuals previously subjected to gang injunctions, Peter Arellano and Jose Reza, represent a class of individuals certified by the Court, defined as

“All persons, past and future, whom an authorized agent of the City of Los Angeles has notified, whether by personal service or otherwise, that they are subject to a Los Angeles Gang Injunction and who (a) were not named as individual civil defendants, or who were not substituted in as Doe defendants, in the civil nuisance abatement action to obtain that injunction, and (b) who do not have contempt proceedings for violation of such an injunction currently pending against them.” (the “Plaintiff Class”)

If you have been previously notified by an authorized agent of the City of Los Angeles that you are subject to a gang injunction obtained by the City, and you were not named or substituted in as defendant in the state court action in which that injunction issued, you are a member of the Plaintiff Class in this case. Even if you have been notified by the City of Los Angeles that they are no longer enforcing the injunction against you, you may still be a member of the Plaintiff Class.

**NOTE: Some gang injunctions in Los Angeles County were obtained by the County of Los Angeles. This Settlement does not affect those injunctions.** If you have questions about whether you are affected by this case, contact the attorneys for the Plaintiffs as described below.

The organization Youth Justice Coalition is also a plaintiff in this case, although it is not a class representative.

The Defendant in this case is the City of Los Angeles (“the City”).

The City is not admitting liability or any wrongdoing. The Parties desire to compromise and settle this dispute without any admission of fault, liability, or wrongdoing, in the interests of avoiding the additional expense and the inherent uncertainties of litigation.

## **ABOUT THE SETTLEMENT**

The following is only a summary of the provisions of the settlement. The written agreement between the parties has the full terms of the proposed settlement that was preliminarily approved by the Court. There are instructions below if you want more information about this settlement, including a copy of the complete agreement. The settlement is for non-monetary relief only, which means that the parties are agreeing that the City of Los Angeles will continue certain actions that it already takes and will take certain additional actions to address the claims in the lawsuit and ensure the City’s enforcement of gang injunctions complies with due process required by the California and United States constitutions. **The settlement does not entitle you or any member of the Plaintiff Class to money damages, i.e., a cash payment.**

### **The Contents of the Settlement**

#### Plaintiff Class Releases

The Plaintiff Class will release all claims in this lawsuit that the Court allowed to be pursued on behalf of the Plaintiff Class (specifically, all constitutional claims asserted against the Defendant). The Plaintiff Class will also release all claims based on future events that are substantially similar to the events on which this lawsuit was based.

#### Enforcement of Gang Injunctions

Under the Settlement, the City of Los Angeles will enforce a Gang Injunction against an individual only if that individual was named as a defendant in the civil injunction proceeding (or was otherwise

joined in the civil injunction proceeding, as a party, real party in interest, or otherwise, such that the person received all the same procedural rights as a defendant under the California Code of Civil Procedure, Rules of Court, and other applicable California rules and laws) and is made subject to enforcement of the gang injunction by a judgment or court order. This new policy applies even if an individual was previously served with a Gang Injunction, and applies to existing Gang Injunctions and to any new Gang Injunction the City of Los Angeles may obtain or seek to enforce in the future.

#### New Gang Injunctions

If City files a complaint seeking a New Gang Injunction, City will name as a defendant any individual against whom City seeks to enforce the New Gang Injunction. The City may seek to specify, in any proposed New Gang Injunction, the procedure by which the City may petition the court to include additional defendants or parties in interest to the New Gang Injunction. Any such procedure shall seek to afford to any additional defendant or party in interest the same due process rights that a defendant receives under the California Code of Civil Procedure, Rules of Court, and other applicable California rules and laws, and must be approved by the court. The City will serve the complaint and other legal documents related to a New Gang Injunction on an individual named as a defendant, and/or the gang entity, in the manner provided for service of process in civil litigation under the California Code of Civil Procedure, Rules of Court, and other applicable California rules and laws.

#### Existing Gang Injunctions

The City of Los Angeles may ask a court to modify an Existing Gang Injunction to make a person subject to it, either by asking the court to add that person as a defendant or by otherwise providing the individual with the same due process rights as a defendant.

The City will make that request by personally serving a motion to modify injunction (or similar document) on an individual that City seeks to add as a defendant or real party in interest to an Existing Gang Injunction. This motion (or similar document) will include the evidence on which the City relies in the motion, although that production of evidence does not supplant or replace the rights of either side under the rules of civil discovery, subject to the rulings of the court.

#### Procedures of the City of Los Angeles's New Policy

For a period of three years following the Effective Date of this Settlement, City will provide:

- to individuals served with a complaint seeking a New Gang Injunction: a letter that provides contact information of Plaintiffs' Counsel and explanatory information about the process;
- to individuals served with a motion to modify an Existing Gang Injunction (or similar document) to add that individual as a defendant or real party in interest: a letter that provides contact information of Plaintiffs' Counsel and other legal resources available to the individual; and
- to Plaintiffs' Counsel: the names and reasonably available contact information of individuals served with a complaint seeking a New Gang Injunction or a motion to modify (or similar documents) seeking to add an individual to an Existing Gang Injunction.

Nothing in the Settlement Agreement obligates City to provide or pay for counsel for any defendant or real party in interest that City seeks to subject to enforcement of a New or Existing Gang

Injunction, nor does anything in the Settlement Agreement obligate Plaintiffs' Counsel in this class action to represent you in any such proceeding.

Absent a change in the legal standard of proving active gang membership in California, City, in obtaining a court order permitting enforcement of a New or Existing Gang Injunction against an individual, will bear the burden of proof to establish by clear and convincing evidence the individual is an active gang member of the criminal street gang that is a cause of the public nuisance. Nothing in the Settlement Agreement prevents the individual from raising any defense to or legal arguments against the enforcement sought by the City.

The City may seek a default judgment or similar remedy against any individual who fails to oppose a motion to modify (or similar document) seeking to subject an individual to enforcement of an Existing Gang Injunction or who fails to respond to a complaint filed to obtain a New Gang Injunction. If City voluntarily dismisses an individual before a final order or judgment on that individual's active gang membership, City will not enforce against that individual, but this does not preclude the City from later serving a previously dismissed individual in accordance with the provisions of the Settlement Agreement.

A court's determination that an individual is or is not an active gang member made in a civil gang injunction proceeding does not preclude City or the individual from taking the position that the individual is or is not an active gang member in any other criminal, civil, or administrative proceeding.

If the court determines that an individual is not an active gang member, this does not preclude City from later serving that individual based on new or additional evidence of active gang membership in accordance with the provisions of the Settlement Agreement.

Any appeal, writ, or other challenge to a court's determination of active gang membership shall be as provided in the California Code of Civil Procedure, Rules of Court, and other applicable California rules and laws.

Enforcement of a Gang Injunction may begin upon notice of the judgment or order permitting enforcement against that individual. Unless otherwise ordered by the court, notice of the judgment or order shall be effectuated in accordance with the California Code of Civil Procedure, Rules of Court, and other applicable California rules and laws.

If the judgment or order permitting enforcement against an individual is entered in an Existing Gang Injunction, City shall serve the individual with a Notice of Non-Enforcement of Specific Gang Injunction Provisions, an example of which is attached as Exhibit \_\_\_, setting forth any provisions of the Existing Gang Injunction that City does not or will not enforce.

The City will cease enforcing a Gang Injunction against an individual five (5) years from the date of the judgment or court order authorizing such enforcement against that individual. However, nothing in the Settlement Agreement precludes the City from seeking a judgment or order permitting enforcement of a Gang Injunction against any individual, regardless of any previous service, enforcement, or dismissals, based on new or additional evidence of active gang membership, so long as the City does so in accordance with the provisions of the Settlement Agreement.

### Enforcement of Gang Injunctions Against Juveniles

The new policy for Gang Injunctions and all other provisions of the Settlement Agreement shall apply equally in the event City seeks to obtain a judgment or court order permitting enforcement of a Gang Injunction against an individual who is under the age of 18 (“Juvenile”). In addition, City shall:

- Comply with applicable California law governing civil lawsuits brought against Juveniles, including Cal. Code Civ. Proc. §§ 372-373 (appointment of a guardian ad litem);
- Serve a copy of the complaint, or motion to modify or similar document, on the Juvenile’s parent and/or guardian, in addition to serving such document on the Juvenile in accordance with the terms of the Settlement Agreement and applicable law; and
- Deliver an electronic copy of the complaint, motion to modify, or similar document to the Children’s Law Center, who can provide the document to the attorney assigned to the Juvenile in the event the Juvenile is under the jurisdiction of the dependency court pursuant to Welfare & Institutions Code § 300 et seq.

In appropriate cases, City may seek release of Juvenile Court records to the court presiding over the Gang Injunction proceeding and the Juvenile.

### Attorneys’ Fees and Costs

The City will pay Class Counsel reasonable attorneys’ fees and costs in the amount of \$1,750,000.

### **IF YOU WANT MORE DETAILS**

There is a group of lawyers, Plaintiffs’ Counsel, representing Plaintiffs and the Plaintiffs Class in this case. You can get a list of these lawyers and a copy of the settlement agreement at <https://www.aclusocal.org/LAganginjunctions>.

To ask questions about the settlement of this case you can:

- Send a letter to *Youth Justice Coalition* Plaintiffs’ Counsel, c/o ACLU of Southern California, 1313 West 8th Street, Los Angeles, CA 90017.
- Send an email to [LAganginjunctions@aclusocal.org](mailto:LAganginjunctions@aclusocal.org).
- Leave a voicemail at (213) 201-8933.

### **IF YOU DO NOT OBJECT TO THIS SETTLEMENT:**

You do not have to do anything.

### **IF YOU OBJECT TO THIS SETTLEMENT:**

You must mail a statement explaining why you object to the settlement no later than **[DATE]**. Please be sure to include your name, address (if available), telephone number (if available), the case name and number of any gang injunction you have been subject to (if available), your signature, a reference to this settlement or the case (*Youth Justice Coalition et al. v. City of Los Angeles et al.*), the portions of the settlement to which you object, and the reasons you object. Mail your objection to:

*Youth Justice Coalition* Plaintiffs’ Counsel  
c/o ACLU of Southern California

1313 W. 8th Street  
Los Angeles, CA 90017

Plaintiffs' Counsel will provide your objection to the federal judge assigned to this matter, the Honorable Virginia A. Phillips, and to Defendant's Counsel. You must mail your objection by the above deadline; you cannot object to this settlement after the deadline has passed. Even if you object, you do not have the ability to "opt out" of this settlement if the Court approves it.

### **HEARING REGARDING FINAL APPROVAL OF THIS SETTLEMENT**

The Court will also hold a hearing about this settlement on **[DATE]**. The hearing date could change. Please check any of the websites listed above close to the date of the hearing for information about any possible change in the hearing date. The Court gets to decide whether to allow members of the Plaintiff Class who timely served objections to this settlement to speak at the hearing.

The address for the court is:

U.S. Federal District Court, Courtroom 8A (8<sup>th</sup> floor)  
350 West 1st Street  
Los Angeles, CA 90012

You can get more details about the hearing from the places listed above.



# **Exhibit B**

1 PETER BIBRING (SBN 223981)  
pbibring@aclusocal.org  
2 MELANIE P. OCHOA (SBN 284342)  
mpochoa@aclusocal.org  
3 ACLU FOUNDATION OF SOUTHERN CALIFORNIA  
1313 West Eighth Street  
4 Los Angeles, California 90017  
Telephone: (213) 977-9500  
5 Facsimile: (213) 977-5299

6 *Counsel for Plaintiffs*  
(Additional Counsel for Plaintiffs on Following Page)

7  
8 MICHAEL FEUER, City Attorney  
JAMES P. CLARK, Chief Deputy City Attorney  
KATHLEEN A. KENEALY, Chief Assistant City Attorney (SBN 212289)  
9 SCOTT MARCUS, Senior Assistant City Attorney (SBN 184980)  
A. PATRICIA URSEA, Deputy City Attorney (SBN 221637)  
10 Patricia.Ursea@lacity.org  
200 N. Main Street, City Hall East, Room 675  
11 Los Angeles, CA 90012  
Telephone (213) 978-7569  
12 Facsimile (213) 978-7011

13  
14 Attorneys for Defendant  
CITY OF LOS ANGELES

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

17  
18 YOUTH JUSTICE COALITION, a non-  
profit organization; et al.,  
19  
20 *Plaintiffs,*  
21 vs.  
22 CITY OF LOS ANGELES; et al.,  
23 *Defendants.*

Case No.: 2:16-cv-07932-VAP-RAO  
**[Proposed] FINAL ORDER**  
**APPROVING CLASS**  
**SETTLEMENT**

1 JACOB S. KREILKAMP (SBN 248210)  
*jacob.kreilkamp@mto.com*

2 LAURA D. SMOLOWE (SBN 263012)  
*laura.smolowe@mto.com*

3 MUNGER, TOLLES & OLSON LLP  
4 355 South Grand Avenue  
5 Thirty-Fifth Floor  
6 Los Angeles, California 90071-1560  
7 Telephone: (213) 683-9100  
8 Facsimile: (213) 687-3702

9 JOSHUA GREEN (SBN 293749)  
*jgreen@urbanpeaceinstitute.org*

10 THE CONNIE RICE INSTITUTE FOR URBAN PEACE  
11 1910 West Sunset Boulevard  
12 Suite 800  
13 Los Angeles, California 90026  
14 Telephone: (213) 404-0124  
15 Facsimile: (213) 402-2843

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1 WHEREAS, Plaintiffs filed the complaint in this class action on  
2 October 25, 2016, alleging that City of Los Angeles (“City”) violated procedural  
3 due process under the United States and California Constitutions by not naming  
4 Plaintiffs as defendants in the civil actions in which gang injunctions were issued  
5 or otherwise affording Plaintiffs an opportunity to contest the allegation that they  
6 were active members of the criminal street gang subject to the injunction before  
7 being served with and made subject to enforcement of the gang injunction (the  
8 “Action”);

9 WHEREAS, City answered the Complaint on December 16, 2016, expressly  
10 denying all claims alleged in the Action and denying that City or any of its  
11 officers, employees, or agents violated any laws or committed any wrongful acts or  
12 omissions against Plaintiffs as alleged in the Action;

13 WHEREAS, on November 6, 2017, the Parties filed a Joint Stipulation re  
14 Class Certification and Amended Class Definition, and the Court approved the  
15 Joint Stipulation on January 4, 2018, certifying the case as a class action pursuant  
16 to Rule 23(b)(2) of the Federal Rules of Civil Procedure and appointing Plaintiffs’  
17 attorneys as class counsel;

18 WHEREAS, on September 7, 2017, prior to certifying the case as a class  
19 action, the Court on Plaintiffs’ motion entered a preliminary injunction barring  
20 defendant City from enforcing the Judgment Granting Permanent Injunction in  
21 *People v. Big Top Locos, et al.*, Case No. BC511444 (L.A. Sup. Ct. Sept. 23, 2013)  
22 against Plaintiff Arellano, on the ground that he was likely to succeed on his claim  
23 that “the risk of erroneous deprivation under the City’s current procedures [for  
24 subjecting individuals to a gang injunction] is considerable and the City’s removal  
25 procedures do not adequately remedy the lack of pre-deprivation process” (Dkt.  
26 106, p. 24), and on March 15, 2018, again on Plaintiffs’ Motion, the Court  
27 extended that preliminary injunction to prohibit enforcement of gang injunctions  
28

1 against all class members served with a Los Angeles Gang Injunction before  
2 January 19, 2018 (Dkt. 132);

3 WHEREAS, the City filed a Notice of Appeal of the District Court’s March  
4 15, 2018 Order, and soon thereafter, the Parties agreed to participate in the Ninth  
5 Circuit Mediation process;

6 WHEREAS, parties entered into a settlement of the above-captioned matter  
7 (the “Settlement”) and executed a Settlement Agreement (the “Settlement  
8 Agreement”), which has been filed with the Court;

9 WHEREAS, the Court held a hearing on \_\_\_\_\_, 2020, where the Court  
10 found the Settlement as set forth in the Settlement Agreement to be adequate,  
11 reasonable, and fair;

12 WHEREAS, the Court preliminarily approved the Settlement in an Order  
13 dated \_\_\_\_\_;

14 WHEREAS, notice of the Settlement has been adequately provided to the  
15 Class as provided in the Court’s Order Granting Preliminary Approval;

16 WHEREAS, Plaintiffs have filed with the Court a Motion for Final  
17 Approval of the Settlement, with supporting documents;

18 WHEREAS, the Court held a hearing on \_\_\_\_\_ to consider the final  
19 approval of the Settlement, and any objections filed before or at the time of the  
20 hearing; and

21 WHEREAS, the Court has considered the Settlement between the Plaintiff  
22 Class and Defendants, and the pleadings and documents submitted in connection  
23 with the parties’ request for final approval of the Settlement Agreement, the  
24 arguments presented at the hearing, and any objections and responses, and good  
25 cause appearing;

26  
27 **IT IS HEREBY ORDERED AS FOLLOWS:**

- 28 1. This Court has jurisdiction over the subject matter in this Action

1 pursuant to 28 U.S.C. § 1331 (federal question) and 28 U.S.C. § 1367(a)  
2 (supplemental jurisdiction). The Court has jurisdiction over the Plaintiff Class (as  
3 defined in the Court’s Order certifying the case as a class action, Dkt. 114), the  
4 Settlement Class (as defined in Paragraph \_\_\_\_, below), and Defendants.

5 2. The Court finds that the Settlement Agreement appears to have  
6 resulted from arm’s-length negotiations by and among counsel for the parties who  
7 were reasonably skilled and prepared and who represented the best interests of  
8 their respective clients in negotiating the Settlement, based on a sufficiently  
9 developed record, motion practices before this court, and all other relevant factors  
10 leading to the Settlement.

11 3. Pursuant to Federal Rule of Civil Procedure 23(e), and based on all of  
12 the facts and circumstances, including the submissions of the parties in connection  
13 with the motions for preliminary and final approval, the hearing on final approval,  
14 the Court’s familiarity with the legal issues, claims, and defenses in this case from  
15 litigation of motions for preliminary injunctions and class certification, the Court  
16 finds the Settlement as set forth in the Settlement Agreement to be fair, reasonable,  
17 adequate and in the best interests of the members of the Plaintiff Class.

18 4. The Court further finds that the attorneys fees and costs provision of  
19 the Settlement Agreement was the result of arm’s-length and good faith  
20 negotiations supervised by Ninth Circuit mediator Roxane Ashe. The attorneys’  
21 fees and costs provision appears to have taken into consideration the right of  
22 Plaintiffs to seek an award of fees that would be substantially higher than the  
23 amount agreed to, the risks of trial, and all other relevant factors. The Court  
24 therefore approves the provisions for attorney’s fees and costs contained in the  
25 Settlement Agreement in accordance with 42 U.S.C. section 1988(b).

26 5. The Settlement Agreement is attached to this Final Order as  
27 Attachment A and is incorporated by reference into this Final Order. The parties  
28 are ordered to implement the Settlement Agreement in accordance with its terms

1 and provisions.

2 6. By its Preliminary Approval Order, dated \_\_\_\_, 2020 (Dkt. \_\_\_\_),  
3 consistent with the terms of the Settlement Agreement, the Court preliminarily  
4 certified the following Settlement Class:

5 All persons, past and future, whom an authorized agent of City  
6 has notified, whether by personal service or otherwise, that they  
7 are subject to a Gang Injunction and who were not named as  
8 individual civil defendants, or who were not substituted in as Doe  
9 defendants, in the civil nuisance abatement action to obtain that  
10 injunction.

11 The Court finds that this Settlement Class satisfies the requirements of Rule 23 of  
12 the Federal Rules of Civil Procedure, including the requirements of numerosity,  
13 commonality, typicality and adequacy pursuant to Rule 23(a) and the requirements  
14 of Rule 23(b)(2). The Court hereby certifies this Settlement Class.

15 7. The Court approves Peter Arellano and José Reza as Class  
16 Representatives of the Settlement Class.

17 8. The Court finds that the ACLU Foundation of Southern California,  
18 the Connie Rice Institute for Urban Peace, and Munger Tolles & Olson LLP  
19 (collectively “Class Counsel”) have fairly and adequately represented the interests  
20 of the Plaintiff Class and satisfied all the requirements of Rule 23(g) of the Federal  
21 Rules of Civil Procedure.

22 9. The Court, having approved the provision for attorneys’ fees and costs  
23 in the Settlement Agreement hereby orders that these fees and costs be paid in  
24 accordance with the Settlement Agreement.

25 10. In accordance with the Settlement Agreement, this action is hereby  
26 dismissed with prejudice. Fed. R. Civ. P. 54. Without in any way affecting the  
27 finality of this Final Order, this Court retains continuing jurisdiction for the  
28 purposes of enforcing the Settlement and as to all matters relating to the

1 interpretation and enforcement of the Settlement Agreement.

2 IT IS SO ORDERED.

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4 Dated:

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Hon. Virginia A. Phillips  
United States District Judge

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# **Exhibit C**

#5424  
**GANG INJUNCTIONS**

	<b>Gang/Defendant</b>	<b>Case No.</b>
1	Blythe Street	LC020525
2	18th Street (Southwest)	BC167915
3	Harpys	BC192678
4	Langdon Street	LC048292
5	Venice Shoreline Crips	SC057282
6	Harbor City Boys/Harbor City Crips	NC026769
7	Venice 13	SC060375
8	Culver City Boys (w/LADA)	SC056980
9	Pacoima Project Boys	PC027254
10	Eastside Wilmas/Westside Wilmas	NC030080
11	Canoga Park Alabama (CPA)	BC267153
12	18th Street (Pico-Union)	BC272030
13	KAM	BC282629
14	Avenues	BC287137
15	Rolling 60s	BC298646
16	Bounty Hunters	BC298646
17	18th Street (Hollywood)	BC305434
18	Mara Salvatrucha (MS)	BC311766
19	18th Street (Wilshire)	BC313309
20	38th Street	BC319166
21	Varrio Nuevo Estrada (VNE)	BC319981
22	42nd/43rd/48th Street Gangster	BC326016
23	Grape Street Crips	BC330087
24	Hoover/Trouble	BC330272
25	18th Street, Crazy Riders, DIA, Krazy Town, La Raza Loca, Orphans, Rockwood, Varrio Vista Rifa, Wanderers, Witmer Street Locos	BC332713
26	Big Hazard	BC335749
27	Playboys	BC351990
28	Black P Stones	BC352951
29	Schoolyard Crips /Geer St	BC349468
30	White Fence	BC353596
31	Dogtown	BC359945
32	Lincoln Heights/Clover/ Eastlake	BC358881
33	Highland Park	BC359944
34	Rolling 40s/46 Top Dollar Hustler Crips/46 Neighborhood Crips	BC380229
35	5th and Hill	BC380877
36	204th Street/Eastside Torrance	BC381942
37	San Fer	BC388726
38	For Crime, Barrio Mojados, Florencia 13, Pueblo Bishops, Bloodstone Villains, Oriental Boyz	BC397522
39	Eastside Pain	BC399741
40	Temple Street	BC401190
41	Toonerville	BC401928
42	Barrio Van Nuys	BC413147
43	Swans, F-13, 7-Trey, Main St. Crips	BC415694
44	Rancho San Pedro	BC460412
45	Columbus Street	BC501348
46	Big Top Locos, Crazys, Diamond Street Locos, Echo Park Locos, Frogtown Rifa, Head Hunters	BC511444

# **Exhibit D**



**MICHAEL N. FEUER**  
CITY ATTORNEY

**THESE LEGAL PAPERS MEAN THE CITY IS ASKING A COURT TO  
MAKE YOU SUBJECT TO A GANG INJUNCTION.<sup>1</sup>**

You are being served with legal papers that allege that [GANG] and its members are a public nuisance in a particular area (called the “Safety Zone”) and that you are an active member of [GANG]. The papers include a Complaint, which describes the facts that the City will use to prove the case against you and the gang. This is the beginning of a civil lawsuit, and you are named as a defendant in this lawsuit, but you are not yet on the gang injunction. You will have the chance to defend yourself, to challenge the City’s evidence, and to argue both that the court should not issue a gang injunction at all, and that you are not an active gang member who should be subject to a gang injunction, even if the court issues one.

**You must respond to this lawsuit by a certain date or else a court may grant the injunction and order you to obey it, even without hearing from you first.** If the judge finds that the gang is a public nuisance, the judge will issue a gang injunction that restricts what active members of [GANG] may do while in the Safety Zone. If the judge grants the injunction and finds that you are an active member of [GANG], you will have to follow the terms of the gang injunction for up to five years.<sup>2</sup> These terms may include restrictions on you such as a prohibition against being seen in public in the Safety Zone with other gang members or wearing certain clothing in the Safety Zone. If you violate the terms of the gang injunction, you may be arrested and charged with a crime.

You can consult with an attorney if you have questions about this lawsuit or your legal rights, or you can represent yourself.<sup>3</sup> Because this case is in civil court, you will not be appointed an attorney like in a criminal case. **You can get information about free resources to help you by contacting the ACLU at (213) 201-8933 or go to [www.aclusocal.org/laganginjunctions](http://www.aclusocal.org/laganginjunctions).**

Very truly yours,  
Office of the Los Angeles City Attorney

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<sup>1</sup> This letter is intended to provide general information only. It is not intended and should not be taken as legal advice. The City has agreed to provide this information as part of the settlement of a lawsuit filed by the Youth Justice Coalition, with the help of the ACLU of Southern California and the Urban Peace Institute, over the City’s prior gang injunction policy. (*Youth Justice Coalition v. City of Los Angeles*, 16-CV-07932.)

<sup>2</sup> At the end of 5 years, if there is additional evidence of your active membership in the gang, you may be served with new legal papers alleging that you are an active gang member. If you are also subject to probation or parole with gang terms, you may be required to follow the terms of the gang injunction even after your probation or parole terminates.

<sup>3</sup> If you have an open case in the dependency court (Children’s Court), either as a minor or as a nonminor dependent, you can consult with your dependency attorney. If you do not know your attorney’s name or phone number you may call (323) 980-1700 for assistance.

# **Exhibit E**



**MICHAEL N. FEUER**  
CITY ATTORNEY

**THESE LEGAL PAPERS MEAN THE CITY IS ASKING A COURT TO  
MAKE YOU SUBJECT TO A GANG INJUNCTION.<sup>1</sup>**

You are being served with legal papers that allege that you are an active member of [GANG] and you should be subject to the gang injunction against [GANG]. The legal papers include the evidence that the City will use to prove that you are an active member of [GANG]. You are not yet on the gang injunction, and you will have the chance to defend yourself.

**You must respond to these papers by a certain date or else a court may order you to obey the injunction, even without hearing from you first.** The hearing will be on [DATE/TIME] at [COURT], however, you may have to submit your evidence before that date.

If the judge finds that you are an active member of [GANG], then you will have to follow the terms of the injunction against [GANG] for up to five years.<sup>2</sup> For example, the gang injunction may prohibit active gang members, including you, from being seen in public with other gang members or wearing certain clothing in a specific area called the Safety Zone. If you violate the terms of the gang injunction, you may be arrested and charged with a crime.

You can consult with an attorney if you have questions about these papers or your legal rights, or you can represent yourself.<sup>3</sup> Because this case is in civil court, you will not be appointed an attorney like in a criminal case. **You can get information about free resources to help you by contacting the ACLU at (213) 201-8933 or [www.aclusocal.org/laganginjunctions](http://www.aclusocal.org/laganginjunctions).**

Very truly yours,  
Office of the Los Angeles City Attorney

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<sup>1</sup> This letter is intended to provide general information only. It is not intended and should not be taken as legal advice. The City has agreed to provide this information as part of the settlement of a lawsuit filed by the Youth Justice Coalition, with the help of the ACLU of Southern California and the Urban Peace Institute, over the City's prior gang injunction policy. (*Youth Justice Coalition v. City of Los Angeles*, 16-CV-07932.)

<sup>2</sup> At the end of 5 years, if there is additional evidence of your active membership in the gang, you may be served with new legal papers alleging that you are an active gang member. If you are also subject to probation or parole with gang terms, you may be required to follow the terms of the gang injunction even after your probation or parole terminates.

<sup>3</sup> If you have an open case in the dependency court (Children's Court), either as a minor or as a nonminor dependent, you can consult with your dependency attorney. If you do not know your attorney's name or phone number you may call (323) 980-1700 for assistance.

# **Exhibit F**



**MICHAEL N. FEUER**  
CITY ATTORNEY

**NOTICE OF NON-ENFORCEMENT OF  
SPECIFIC PERMANENT GANG INJUNCTION PROVISIONS**

To \_\_\_\_\_:

You are receiving this Notice Letter because on [DATE] the Court has entered an order permitting enforcement against you of the “Judgment Granting Permanent Injunction By Court After Default” in *People v.* \_\_\_\_\_, Case Number \_\_\_\_\_ (hereinafter referred to as “permanent gang injunction order”).

**PROVISION 1(d) “STAY AWAY FROM DRUGS”**

The City of Los Angeles is providing you with Notice that subsections (2) and (3) of the “Stay Away From Drugs” provision contained in the permanent gang injunction order will no longer be enforced. However, subsection (1) remains in full force. As a result, you will not be stopped, detained or arrested, unless within the Safety Zone you are “without a prescription, ... selling, possessing, or using any controlled substance or related paraphernalia, including but not limited to rolling papers and pipes used for illegal drug use,” in violation of subsection (1).

**PROVISION 1(e) “NO OPEN CONTAINERS OF ALCOHOL”**

The City of Los Angeles is providing you with Notice that subsections (2) and (3) of the “No Open Containers of Alcohol” provision contained in the permanent gang injunction order will no longer be enforced. However, subsection (1) remains in full force. As a result, you will not be stopped, detained or arrested, unless within the Safety Zone you are “anywhere in public view or anyplace accessible to the public, except on properly licensed premises, ... possessing an open container of an alcoholic beverage,” in violation of subsection (1).



**PROVISION 1(g) “OBEY CURFEW”**

The City of Los Angeles is providing you with Notice that the “Obey Curfew” provision contained in the permanent gang injunction order will no longer be enforced. As a result, you will not be stopped, detained or arrested for violating the “Obey Curfew” provision of the permanent gang injunction order.

**PROVISION 1(j) “OBEY ALL LAWS”**

The City of Los Angeles is providing you with Notice that the “Obey All Laws” provision contained in the permanent gang injunction order will no longer be enforced. As a result, you will not be stopped, detained or arrested for violating the “Obey All Laws” provision of the permanent gang injunction order.

If you have any questions regarding the contents of this Notice Letter, please contact the Anti-Gang Section of the Los Angeles City Attorney’s Office at (213) 978-7192.

Very truly yours,

Office of the Los Angeles City Attorney