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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

HECTOR OCHOA, CYNDE SOTO,  
CATHY SHIMOZONO, BEN  
ROCKWELL, and SHARON  
PARKER, on behalf of themselves and  
all others similarly situated,

Plaintiffs,

v.

CITY OF LONG BEACH, a public  
entity; and BOB FOSTER, in his  
official capacity as Mayor,

Defendants.

Case No. 14-cv-04307-DSF (FFMx)

ORDER (1) GRANTING  
PRELIMINARY APPROVAL OF  
SETTLEMENT; (2) GRANTING  
CERTIFICATION OF  
SETTLEMENT CLASS; (3)  
DIRECTING NOTICE TO THE  
CLASS; AND (4) SETTING DATE  
FOR FAIRNESS HEARING

The Parties have applied to the Court for an order preliminarily approving the settlement of this action in accord with the Settlement Agreement (Settlement Agreement), which sets forth the terms and conditions of a proposed settlement and dismissal of the action with prejudice, with the Court retaining jurisdiction to enforce the Settlement Agreement throughout its term. Having read the papers submitted and carefully considered the arguments and relevant legal authority, and good cause appearing, the Court GRANTS the Parties' Joint Motion for Preliminary Approval of Class Action Settlement.

1            THEREFORE, THE COURT FINDS AND ORDERS:

2            1.        On September 15, 2015, this Court granted Plaintiffs' Motion for Class  
3 Certification, certifying a class for declaratory and injunctive relief. Nothing in the  
4 class definition set forth in the Settlement Agreement has materially changed the  
5 certified class in any significant way that would impact the satisfaction of Federal  
6 Rules of Civil Procedure 23(a) and 23(b)(2) requirements. The Court finds, for  
7 purposes of settlement only, and conditioned on the entry of this Order and the  
8 Final Judgment and Order Approving Settlement, that the requirements of Rule 23  
9 of the Federal Rules of Civil Procedure are met by the Settlement Class: (a) joinder  
10 of all Settlement Class Members in a single proceeding would be impracticable, if  
11 not impossible, because of their numbers and dispersion; (b) there are questions of  
12 law and fact common to the Settlement Class; (c) Plaintiffs' claims are typical of  
13 the claims of the Settlement Class that they seek to represent for purposes of  
14 settlement; (d) Plaintiffs have fairly and adequately represented the interests of the  
15 Settlement Class and will continue to do so; (e) Plaintiffs and the Settlement Class  
16 are represented by qualified, reputable counsel who are experienced in preparing  
17 and prosecuting class actions, including those involving the sort of practices alleged  
18 in the Complaint; and (f) the City acted or refused to act on grounds that apply to  
19 the Settlement Class, so that final declaratory and injunctive relief is appropriate to  
20 the Settlement Class. Accordingly, the Court certifies the proposed settlement class  
21 pursuant to Federal Rules of Civil Procedure 23(b)(2), and appoints named  
22 Plaintiffs and their counsel as representatives of the Settlement Class.

23            2.        The Court preliminarily approves the Settlement Agreement. The  
24 Court finds on a preliminary basis that the Settlement Agreement is fair, adequate  
25 and reasonable to all potential Class Members. It further appears that extensive  
26 evaluation of the merits has been conducted such that Counsel for the Parties are  
27 able to reasonably evaluate their respective positions. It also appears to the Court  
28 that settlement at this time will avoid substantial additional costs to all Parties, as

1 well as avoid the delay and the risks presented by further prosecution of issues  
2 either in the current or separate litigation proceedings which are addressed by the  
3 Agreement. It further appears that the Agreement has been reached as the result of  
4 good faith, prolonged, serious, and non-collusive arms-length negotiations,  
5 including several mediation sessions supervised by the Honorable Raul A. Ramirez  
6 (Ret.), of ADR Services, and the Honorable Margaret A. Nagle (Ret.), of JAMS.

7         3. The Court approves, as to form and content, the proposed Notice,  
8 attached as Exhibit A to the Agreement. The Court finds that the distribution of the  
9 Notice in the manner and form set forth in the Agreement meets the requirements of  
10 due process and Federal Rules of Civil Procedure 23(c)(2) and 23(e). This Notice is  
11 the best practicable under the circumstances, and shall constitute due and sufficient  
12 notice to all persons entitled thereto. The Parties shall submit declarations to the  
13 Court as part of their Motion for Final Approval of the Class Action Settlement  
14 confirming compliance with the notice provisions of the Agreement.

15         4. A hearing on final approval of the Agreement shall be held before the  
16 Court on a date to be set by the Court to determine all necessary matters concerning  
17 the Agreement, including whether the proposed Settlement Agreement's terms and  
18 conditions are fair, adequate, and reasonable, and whether the Settlement  
19 Agreement should receive final approval by the Court, as well as to rule on Class  
20 Counsel's motion requesting an award of reasonable attorneys' fees, costs and  
21 expenses.

22         Objections by Class Members must be submitted to Class Counsel no later  
23 than forty-five (45) calendar days after notice by newspaper publication has begun.  
24 Any Settlement Class Member may object to any aspect of the proposed Settlement  
25 Agreement either on his or her own or through an attorney hired at his or her  
26 expense. Any Settlement Class Member who wishes to object to the proposed  
27 Settlement Agreement may serve on Class Counsel a written statement of objection  
28 no later than forty-five (45) calendar days after notice by newspaper publication has

1 begun (the “Objection Deadline”). Such statement should include: (a) the name,  
2 address, and, if available, telephone number and e-mail address of the Class  
3 Member objecting and, if represented by counsel, of his or her counsel; (b) a  
4 statement of the Class Member’s objections; and (c) a statement of his or her  
5 membership in the Settlement Class.

6 5. Any Class Member who wishes to object to the proposed Settlement  
7 Agreement may also present objections at the Fairness Hearing.

8 6. The procedures and requirements for filing objections in connection  
9 with the Fairness Hearing are intended to ensure the efficient administration of  
10 justice and the orderly presentation of any Settlement Class Members’ objection to  
11 the Settlement Agreement, in accordance with the due process rights of all  
12 Settlement Class Members.

13 7. Class Counsel shall provide copies of any objections to Defendant's  
14 counsel within two (2) court days of receipt. Class Counsel shall also file any  
15 objections with the Court no less than ten (10) days before the Fairness Hearing.

16 8. Pending the Fairness Hearing, all proceedings in this Action, other  
17 than proceedings necessary to carry out and enforce the terms and conditions of the  
18 Settlement Agreement and this Order, are stayed. Additionally, the Court enjoins  
19 all Settlement Class Members from asserting or maintaining any claims to be  
20 released by the Settlement Agreement until the date of the Fairness Hearing.

21 9. In accordance with the above, the Court adopts the following schedule:

22 a. Within ten (10) days after entry of the Order Granting  
23 Preliminary Approval, Notice in the form of Exhibit B to the  
24 Settlement Agreement (as revised) shall be mailed via U.S. mail  
25 and/or email to all organizations identified on Exhibit C to the  
26 Settlement Agreement.

27 b. Within twenty (20) days after entry of the Order Granting  
28 Preliminary Approval, Notice in the form of Exhibit B to the

1 Settlement Agreement (as revised) shall be posted on a case-  
2 specific website established by Class Counsel, and the City of  
3 Long Beach's official website, and shall remain posted for four  
4 (4) consecutive weeks.

5 c. Within thirty (30) days after entry of the Order Granting  
6 Preliminary Approval, Notice in the form of Exhibit B to the  
7 proposed Settlement Agreement (as revised) shall be published  
8 in the *Long Beach Press-Telegram*, the *Long Beach Post*, and  
9 the *Los Angeles Times* in English, *La Opinion* in Spanish, and  
10 the *Khmer Post* in Khmer, for four (4) consecutive weeks.

11 d. Each Class Member shall be given a full opportunity to object to  
12 the proposed Settlement and Class Counsel's request for an  
13 award of reasonable attorneys' fees, costs and expenses, and to  
14 participate at the Fairness Hearing. Any Class Member seeking  
15 to object to the proposed Settlement may submit an objection to  
16 Class Counsel in writing, via regular or electronic mail, or by  
17 leaving a message with their objection via telephone, TTY  
18 and/or Video Relay Service on any toll free number established  
19 by Class Counsel, or may appear at the Fairness Hearing to  
20 make the objection, as set forth hereinabove.

21 e. Fourteen (14) days prior to the objection deadline, Plaintiffs  
22 shall file a Motion for an Award of Reasonable Attorneys' Fees,  
23 Costs, and Expenses. The hearing on that Motion shall be  
24 concurrent with the Fairness Hearing.

25 f. The Parties shall file a Joint Motion for Final Approval and  
26 respond to objections, if any, no later than five (5) days prior to  
27 the Fairness Hearing. All parties shall file statements of  
28 compliance with notice requirements.

1           g.     The Fairness hearing shall be held on July 24, 2017 at 1:30 p.m.  
2                     in Courtroom 7D, of the above-referenced Court.

3           10.    In the event the Court does not grant final approval of the Settlement,  
4 or for any reason the Parties fail to obtain a Final Judgment and Order Approving  
5 Settlement as contemplated by the Settlement Agreement, or the Settlement  
6 Agreement is terminated pursuant to its terms for any reason or the Effective Date  
7 does not occur for any reason, then the Settlement Agreement and all orders and  
8 findings entered in connection with the Settlement Agreement and the Settlement  
9 shall become null and void and be of no further force and effect whatsoever, shall  
10 not be used or referred to for any purpose whatsoever, and shall not be admissible  
11 or discoverable in this or any other proceeding.

12           This Order shall not be construed or used as an admission, concession, or  
13 declaration by or against the City of any fault, wrongdoing, breach, or liability, and  
14 shall not be deemed to be a stipulation as to the propriety of class certification, or  
15 any admission of fact or law regarding any request for class certification, in any  
16 other action or proceeding, whether or not involving the same or similar claims.  
17 Nor shall this Order be construed or used as an admission, concession, or  
18 declaration by or against Plaintiffs or the other Settlement Class Members that their  
19 claims lack merit or that the relief requested is inappropriate, improper, or  
20 unavailable, or as a waiver by any Party of any defenses or claims he, she, or it may  
21 have in the Action or in any other proceeding.

22           **IT IS SO ORDERED.**

23           Dated: 4/10/17



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HON. DALE S. FISCHER  
United States District Judge

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