

RECEIVED APR 24 2017

RECEIVED APR 24 2017

1 Mike Arias (CSB #115385)
2 Alfredo Torrijos (CSB #222458)
3 ARIAS SANGUINETTI STAHL & TORRIJOS, LLP
4 6701 Center Drive West, Suite 1400
5 Los Angeles, California 90045
6 Tel: (310) 844-9696
7 Fax: (310) 861-0168

8 Attorneys for Plaintiff Nicole Fahmie
9 and the Proposed Settlement Class

FILED
Superior Court of California
County of Los Angeles

MAY 04 2017

Sherri R. Carter, Executive Officer/Clerk
By [Signature], Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES

12 SAUNDRA CARTER, et al.,
13 Plaintiffs,
14 v.
15 CITY OF LOS ANGELES,
16 Defendant.

Lead Case No. BC363305
[Consolidated with Case No. BC381773]
HON. KENNETH R. FREEMAN
CLASS ACTION

17 NICOLE FAHMIE,
18 Plaintiff,
19 v.
20 CITY OF LOS ANGELES,
21 Defendant.

FINAL JUDGMENT APPROVING CLASS ACTION SETTLEMENT

05052017

FINAL JUDGMENT APPROVING CLASS ACTION SETTLEMENT

1 WHEREAS, on April 13, 2017, the Court (the Honorable Kenneth R. Freeman
2 presiding) held a hearing (the "Final Approval Hearing") to determine, among other things,
3 whether the Settlement in this action by Defendant City of Los Angeles and Plaintiffs
4 Nicole Fahmie, Sang Kong, Jerry Butler, Michael Ashby, Dereck Parks, Shawn Monroe,
5 Mary Rosolowski, Travon Terry, and David Gunther (collectively, the "Plaintiffs"), as set
6 forth in the Settlement Agreement and Release of Claims, (the "Settlement Agreement"), is
7 fair, reasonable and adequate, such that an Order of final approval should be issued and a
8 final judgment upon said Settlement Agreement should be entered by the Court,

9 WHEREAS, the Final Approval Hearing was attended by: (i) Christopher Wong,
10 Esq. of Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Defendant
11 City of Los Angeles; (ii) Morse Mehrban, Esq. of the Law Offices of Morse Mehrban,
12 A.P.C. appeared on behalf of the Settlement Class and named-plaintiffs Sang Kong, Jerry
13 Butler, Michael Ashby, Dereck Parks, Shawn Monroe, Mary Rosolowski, Travon Terry,
14 and David Gunther; and (iii) Alfredo Torrijos, Esq. of Arias Sanguinetti Stahle & Torrijos,
15 LLP appeared on behalf of the Settlement Class and named-plaintiff Nicole Fahmie;

16 WHEREAS, the Court reviewed: (i) the Settlement Agreement; (ii) the Notice of
17 Motion and Motion for Final Approval of Class Action Settlement and the supporting
18 papers thereto; (iii) Plaintiff Fahmie's Notice of Motion and Motion for Award of
19 Attorneys' Fees and Plaintiff Incentive Award and the supporting papers thereto; and (iv)
20 the Notice of Motion and Motion by Sang Kong, Jerry Butler, Michael Ashby, Dereck
21 Parks, Shawn Monroe, Mary Rosolowski, Travon Terry and David Gunther for
22 Enhancement, Damage and Attorney Fee Awards and the supporting papers thereto;

23 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
24 AS FOLLOWS:

25 1. The Court, for the purposes of this Judgment, adopts the terms and
26 definitions set forth in the Settlement Agreement.

27 2. The Court has jurisdiction over the subject matter of this action, the
28 Plaintiffs, the Settlement Class, the Settlement Agreement and the City.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. The Court finds that the notice to the Settlement Class of the pendency of this action and of the proposed settlement was disseminated by each of the means required under the Settlement Agreement and the Order of this Court dated November 1, 2016, and was otherwise fully implemented.

4. The Court finds that such notice to the Settlement Class, as ordered and implemented, was reasonably calculated under the circumstances to apprise the Settlement Class members of the pendency of this action, all material elements of the proposed settlement, and their opportunity (a) to submit written objections to or comments on the settlement, and (b) to appear at the Final Approval Hearing to object to or comment on the settlement. The notice to the Settlement Class was reasonable and the best notice practicable and complied with the California Code of Civil Procedure, due process, and all other applicable laws and rules. A full and fair opportunity has been afforded to the members of the Settlement Class to participate during the Final Approval Hearing, and all other persons wishing to be heard have been heard. Accordingly, the Court determines that all members of the Settlement Class, as set forth below, are bound by this Judgment.

5. On November 1, 2016, this Court provisionally certified the following Settlement Class, as defined in the Settlement Agreement:

All persons (including, without limitation, residents of and visitors to the City) with any Disability, who, at any time prior to the date of the Settlement Agreement through the Term of the Settlement Agreement:

(i) accessed or attempted to access a sidewalk, intersection, crosswalk, street or other pedestrian pathway located in the City but were impaired or unable to do so due to (a) the lack of a curb ramp or curb cut, or (b) a curb ramp or curb cut that was damaged, deficient, in need of repair, or otherwise in a condition not suitable or sufficient for use, or

(ii) allege that they would have accessed or attempted to access a sidewalk, intersection, crosswalk, street or other pedestrian pathway located in the City but for allegedly being denied such access due to (a) the lack of a curb ramp or curb cut, or (b) a curb ramp or curb cut that was damaged, deficient, in

1 need of repair, or otherwise in a condition not suitable or
2 sufficient for use.

3 6. On November 1, 2016, this Court appointed Plaintiffs as Class
4 Representatives of the Settlement Class, and appointed the following counsel as Class
5 Counsel to represent the Settlement Class: (i) Arias Sanguinetti Stahle & Torrijos, LLP;
6 and (ii) the Law Offices of Morse Mehrban.

7 7. On November 1, 2016, this Court provisionally certified the Settlement Class
8 based on the findings in the Order dated November 1, 2016. This Court finds that the
9 Settlement Class continues to meet the requirements for class certification under the
10 California Code of Civil Procedure and all other applicable laws and rules.

11 8. In particular, the Court finds that: (a) the Settlement Class is ascertainable;
12 (b) the members of the Settlement Class are so numerous that joinder would be
13 impractical; (c) there is a community of interest among the members of the Settlement
14 Class; (d) there are questions of law and fact that are common to the Settlement Class; (e)
15 the claims of the Plaintiffs are typical of the claims of absent members of the Settlement
16 Class; (f) the Plaintiffs predominantly seek injunctive relief in this action; (g) injunctive
17 relief with respect to the Settlement Class as a whole is appropriate; (h) the Plaintiffs and
18 Class Counsel have and will fairly and adequately represent the interests of the absent
19 members of the Settlement Class; and (i) class treatment is superior to any alternative
20 means of resolving this matter.

21 9. Class certification is therefore an appropriate method for protecting the
22 interests of the Settlement Class and resolving the common issues of fact and law arising
23 out of the Plaintiffs' claims. Accordingly, the Court hereby makes final its earlier
24 provisional certification of the Settlement Class and further confirms the appointment of
25 the Plaintiffs and Class Counsel to represent the Settlement Class, as set forth above.

26 10. The Court grants final approval of the Settlement set forth in the Settlement
27 Agreement and finds that it is fair, reasonable, adequate, and in the best interests of the
28 Settlement Class as a whole. The Court further finds that the City's expenditure of the

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 amounts required under the Settlement Agreement and the performance of the other terms
2 of the Settlement Agreement are proper and reasonably calculated based on the available
3 information to maintain and ensure accessibility of the relevant pedestrian facilities located
4 in the City of Los Angeles to persons with Disabilities. Accordingly, the Settlement shall
5 be consummated in accordance with the terms and conditions of the Settlement
6 Agreement.

7 11. The Plaintiffs and all Settlement Class members (and their respective heirs,
8 assigns, successors, executors, administrators, agents and representatives) are conclusively
9 deemed to have released and forever discharged the City and its Related Entities from all
10 Released Claims (and all Released Future Claims) and further shall be enjoined and barred
11 from bringing or prosecuting, in any capacity, any action or proceeding that asserts,
12 maintains or involves any of the Released Claims (or Released Future Claims) against the
13 City or any of its Related Entities following entry of this Judgment and up to and
14 throughout the entire term of the Settlement Agreement.

15 13. All Settlement Class members are conclusively deemed to have
16 acknowledged that the Released Claims may include claims, rights, demands, causes of
17 action, liabilities, or suits that are not known or suspected to exist as of the date of the
18 Settlement Agreement and shall have released all Released Claims against the City and its
19 Related Entities. Further, in accordance with the Settlement Agreement, all Settlement
20 Class members are deemed to have waived any and all protections, rights and benefits of
21 California Civil Code § 1542 and any comparable statutory or common law provision of
22 any other jurisdiction.

23 14. The benefits described in the Settlement Agreement are the only
24 consideration, fees, costs and expenses that the City shall be obligated to give to any party
25 or entity, including without limitation the Plaintiffs, Settlement Class members, and Class
26 Counsel in connection with the claims asserted in the Complaint, the Settlement
27 Agreement and/or the payment of attorneys' fees, costs and expenses.

28

05052017

05052017

1 15. All members of the Settlement Class are bound by this Judgment.
2 Throughout the term of the Settlement, Settlement Class members are enjoined from
3 asserting any claims that are released by the Settlement Agreement.

4 16. The Court hereby awards the Law Offices of Morse Mehrban attorneys' fees
5 and reimbursement of costs in the amount of \$225,000.00, which amount is approved as
6 fair and reasonable and is in accordance with the terms of the Settlement Agreement. The
7 Court additionally awards Arias Sanguinetti Stahle & Torrijos, LLP attorneys' fees and
8 reimbursement of costs in the amount of \$630,110.00, which amount is approved as fair
9 and reasonable and is in accordance with the terms of the Settlement Agreement. The
10 Court finds that the above stated award of attorneys' fees and reimbursement of costs is
11 fair and reasonable in consideration of, among other things, the efforts of Class Counsel
12 and the settlement they achieved for the Settlement Class.

13 17. The Court hereby awards \$5,000.00 to Plaintiff Nicole Fahmie as a service
14 award in her capacity as a class representative. The Court conditionally awards the
15 following named-plaintiffs \$5,000.00 each as a service award in his or her capacity as a
16 class representative if and to the extent that these plaintiffs timely submit a satisfactory
17 declaration establishing his or her entitlement to a \$5,000.00 service award: Sang Kong,
18 Jerry Butler, Michael Ashby, Dereck Parks, Shawn Monroe, Mary Rosolowski, Travon
19 Terry, and David Gunther.

20 18. The Settlement Agreement and this Judgment are not admissions of liability
21 or fault by the City or its Related Entities, or a finding of the validity of any claims in this
22 action or of any wrongdoing or violation of law by the City or its Related Entities. The
23 Settlement Agreement is not a concession by the Parties and, to the fullest extent permitted
24 by law, neither this Judgment, nor any of its terms or provisions, nor any of the
25 negotiations or proceedings connected with it, shall be offered as evidence or received in
26 evidence in any pending or future civil, criminal, or administrative action or proceeding to
27 establish any liability of, or admission by the City, its Related Entities, or any of them.

28 Notwithstanding the foregoing, nothing in this Judgment shall be interpreted to prohibit the


1 use of this Judgment in a proceeding to consummate or enforce the Settlement Agreement
2 or Judgment, or to defend against the assertion of Released Claims in any other
3 proceeding, or as otherwise required by law.

4 19. In accordance with the terms of the Settlement Agreement, the Court
5 reserves continuing jurisdiction over Plaintiffs, the Settlement Class members, the City,
6 and the Settlement Agreement throughout the term of the Settlement Agreement, for the
7 sole purpose of supervising the implementation, enforcement, construction, and
8 interpretation of the Settlement Agreement and this Judgment, as provided in the
9 Settlement Agreement.

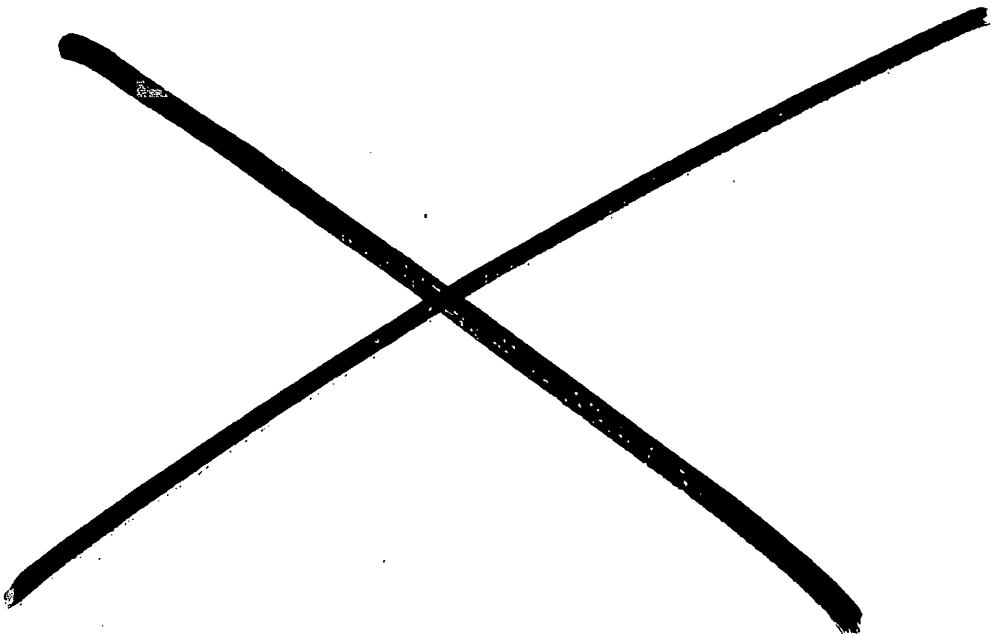
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

Dated: MAY 04 2017



HON. KENNETH R. FREEMAN
JUDGE OF THE CALIFORNIA SUPERIOR COURT



05052017

1 **PROOF OF SERVICE**

2 I, Jessica Cortez, hereby declare as follows:

3 I am employed in the County of Los Angeles, State of California, I am over the age of 18
4 and I am not a party to this action.

5 On April 24, 2017, I served the following document(s): **[PROPOSED] FINAL**
6 **JUDGMENT APPROVING CLASS ACTION SETTLEMENT**

7 On the following interested parties:

8 ***Counsel for Defendant City of Los Angeles:***

9 David Raizman

10 (david.raizman@ogletreedeakins.com)

11 Christopher F. Wong

12 (christopher.wong@ogletreedeakins.com)

13 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

14 400 South Hope Street, Suite 1200

15 Los Angeles, California 90071

16 ***Counsel for Plaintiff Class in Willits v. City of Los Angeles,***

17 ***U.S.D.C. Central Dist. Of Cal. Case No. CV-10-05782-CBM:***

18 Guy B. Wallace

19 (gwallace@schneiderwallace.com)

20 Mark T. Johnson, Esq.

21 (mjohnson@schneiderwallace.com)

22 SCHNEIDER WALLACE COTTRELL KONECKY

23 WOTKYNS LLP

24 2000 Powell Street, Suite 1400

25 18 Emeryville, California 94608

26 ***Counsel for Plaintiffs Sang Kong, Jerry Butler, Michael***

27 ***Ashby, Dereck Parks, Shawn Monroe, Mary Rosolowski,***

28 ***Travon Terry, and David Gunther:***

Morse Mehrban

(morse@mehrban.com)

LAW OFFICES OF MORSE MEHRBAN

15233 Ventura Boulevard, Suite 304

Sherman Oaks, California 91403

27 ///

28 ///

05052017

1 By the following means of service:

2 **VIA U.S. MAIL** – I deposited such envelop(s) with the United States
3 Postal Service, enclosed in a sealed envelope, for collection and
4 mailing with the United States Postal Service where it would be
5 deposited for first class delivery, postage fully prepared, in the United
6 States Postal Service that same day in the ordinary course of business.
7 I am readily familiar with my employer’s business practice for
8 collection and processing of correspondence for mailing with the
9 United States Postal Service.

10 **VIA ELECTRONIC SERVICE (CASE ANYWHERE)** – I hereby
11 certify that I this document was uploaded for electronic service upon the
12 interested parties and the webmaster will give e-mail notification to all
13 parties.

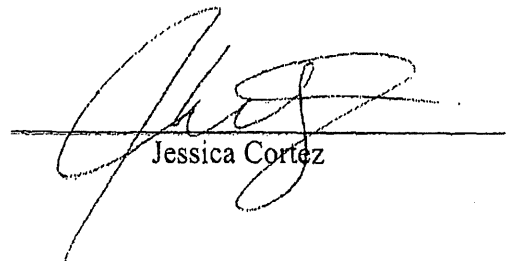
14 **VIA E-MAIL** – By transmitting on this date via email true and
15 correct copies of said document(s) scanned into an electronic file in
16 Adobe PDF format to the email addresses of the persons on the
17 attached Service List. The transmissions were reported as complete
18 and without error.

19 **VIA OVERNIGHT DELIVERY SERVICE** – I caused such
20 envelope to be deposited with an overnight delivery service (Overnite
21 Express/Federal Express) for delivery the next court day.

22 **VIA FACSIMILE TRANSMISSION** – By use of facsimile
23 machine, I served a copy of the document(s) to the fax numbers of the
24 persons on the attached Service List. The transmissions were reported
25 as complete and without error.

26 I declare under penalty of perjury under the laws of the State of California that the
27 foregoing is true and correct.

28 Executed on April 24, 2017.



Jessica Cortez

05052017