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

18 MARY AMADOR, et al.,

19 Plaintiffs,

20 vs.

21 SHERIFF LEROY D. BACA, etc., et al.,

22 Defendants.
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Case No. CV 10-01649 SVW (JEMx)

[Honorable Stephen V. Wilson]

**RENEWED NOTICE OF MOTION
AND MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT; [PROPOSED] ORDER;
DECLARATIONS AND EXHIBITS**

Date: December 2, 2019

Time: 1:30 P.M.

Place: Courtroom 5A

1 TO DEFENDANTS AND TO THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, on December 2, 2019, at 1:30 p.m., or as
3 soon thereafter as this matter may be heard in Courtroom 5A of the United States
4 District Court for the Central District of California, 350 West First Street, Los
5 Angeles, California 90012, Plaintiffs will, and hereby do, renew their motion for
6 the Court to preliminarily approve the proposed settlement in this case, and to
7 authorize the mailing and other forms of notice to class members.

8 This motion is unopposed and is based on the accompanying Memorandum
9 of Law, the stipulation of all parties to entry of the proposed Preliminary Approval
10 Order, the proposed Preliminary Approval Order and exhibits thereto filed
11 concurrently, the files and records in this case, and on such further evidence as
12 may be presented at a hearing on the motion.

13 DATED: October 31, 2019

Respectfully submitted,

14 Kaye, McLane, Bednarski & Litt, LLP

15 By: /s/ Barrett S. Litt

16 Barrett S. Litt

17 Attorneys for Plaintiffs

18 By: /s/ Lindsay Battles

19 Lindsay Battles

20 Attorneys for Plaintiffs
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1 MEMORANDUM OF POINTS & AUTHORITIES

2 **I. INTRODUCTION**

3 The Court is familiar with the parties’ proposed settlement in this case since
4 it has previously considered a motion for preliminary approval (Dkt. 387) and
5 denied the motion with leave to renew it after determining whether the parties
6 would agree to remove the provision that up to \$3 Million of the Class Fund would
7 be used to fund contracts between the County of Los Angeles, on the one hand, the
8 Moss Group and the Center for Gender and Justice (“CGJ”), on the other hand (the
9 “Moss/CGJ Contracts”). Dkt. 394. The Court was “unconvinced that such benefits
10 stemming from improvements in future LASD policing conduct are sufficiently
11 connected to this class collectively to justify reducing the overall Class Fund by
12 almost 10% (given the calculations described in the Settlement Agreement) after
13 attorney’s fees and costs are deducted.” *Id.*, p.9. Based on this provision of the
14 settlement agreement, “the Court conclude[d] that the settlement agreement as
15 presented does not give ‘adequate relief’ to class members, and thus cannot give
16 preliminary approval to the settlement as proposed.” *Id.*¹

17 With the exception of the possible concerns expressed in Fn. 1, which the
18 Court did not believe would presently cause it to deny preliminary approval, but

19 _____
20 ¹ The Court also noted the existence of, and concern about, a *cy pres* provision in
21 the event of a low claim rate. While the Court was “inclined to think that any *cy*
22 *pres* distribution intended to prevent windfall payments is wholly inappropriate in
23 the context of a class consisting of individuals who have suffered constitutional
24 violations,” *id.* at pg. 11, the Court considered it unlikely that these provisions
25 would become applicable given Counsel’s projection of the likely claims rate.
26 Thus, the Court did “not find it necessary to deny preliminary approval on this
27 basis” but did “reserve the right upon motion for final approval, to review the
28 actual claims rate and the actual distribution of the Class Fund under the
same ‘fair, reasonable, and adequate’ standard” it applied to the \$3 Million
Moss/CGJ Contracts. *Ibid.* The parties accordingly do not modify this provision
but acknowledge the court’s expression of concern about it.

1 which the Court intended to review at the time of final approval, the Court
2 otherwise found that the settlement qualified for preliminary approval. In light of
3 the concerns expressed by the Court, the parties have revised the settlement
4 agreement “to remove any and all provisions of the settlement agreement that refer
5 to the payment of up to \$3 Million to fund contracts with the Moss Group and/or
6 the Center for Gender and Justice.” See Executed Revised Settlement Agreement,
7 attached as Ex. A. The settlement agreement prior to amendment was submitted as
8 an exhibit to previous preliminary approval motion. See Dkt. 387-2.

9 Specifically, the parties’ modified settlement agreement includes removal of
10 the following provisions of the settlement agreement:

- 11 1. The paragraph beginning on p.3 and extending to p.4 that begins with
12 “As a form of indirect compensation” and ends with “February 2019
13 motion titled ‘Building a Gender-Responsive Criminal Justice
14 System.’ ”
- 15 2. The two references on pp.7-8 (Definition # 24) that read “, and the
16 Moss/CGJ Contracts” and “, and the Moss/CGJ Contracts (maximum
17 \$3 Million).”
- 18 3. The language on p.8 (Definition #24) that read “thus the Minimum
19 Remainder is estimated to amount to \$30,883,000, which the Parties
20 agree to round up to \$31,000,000” is amended to read, “thus the
21 Minimum Remainder is estimated to amount to \$33,883,000, which
22 the Parties agree to round up to \$34,000,000.”
- 23 4. The language on p.10 (¶4) that reads “, and the Moss/CGJ Contracts”
24 (referring to determination of the final amount of the Remainder).
- 25 5. The language on p.24 (¶48) that reads “; 1/3 of the costs of the
26 Moss/CGJ Contracts shall be taken (or held for that purpose by the
27 Administrator) from each payment.”
- 28 6. Section IV “THE MOSS/CGJ CONTRACTS”), ¶¶65-67 (pp. 26-27).

1 For the Court's reference, we submit a red-lined version of the revised settlement
2 agreement reflecting all changes to remove references to payments for the Moss
3 Group and/or the Center for Gender and Justice. *See Red-Lined Draft Revised*
4 *Settlement Agreement, Ex. B.*

5 In the earlier preliminary approval motion, the parties attached a proposed
6 class notice, claim form and the JND Class Administration bid. Only the class
7 notice has changed as a result of the amendment. The amended class notice is
8 submitted as Ex. C to this motion. It is the same as the previous class notice except
9 that references to payment for contracts with organizations that specialize in
10 making women's jail safer and more sensitive to women's needs are removed, and
11 the estimated amount of the fund to go to class members is increased by \$3
12 Million.

13 The parties agree that the following dates are appropriate for settlement
14 notice and other dates related to the settlement and final approval:

- 15 (a) Final class identifying information, to the extent not already provided,
16 will be provided to Class Administrator JND Legal Administration no
17 later than Friday, January 13, 2020;
- 18 (b) Friday, January 13, 2020: Class member website shall be updated to
19 reflect preliminary approval order and to permit class members to
20 submit claims online;
- 21 (c) Monday, February 3, 2020 (or earlier): First round of class notice: first-
22 class mail to all class members except those for whom the Claims
23 Administrator has **both** an email address and mobile phone number (in
24 which case the class member will receive notice by mail and text);
- 25 (d) Monday, February 3, 2020 (or earlier): summary publication in Prison
26 Legal News (a publication widely distributed to inmates throughout the
27 country) and begin selective social media/online outreach directly
28 targeting class members' Facebook and/or Instagram accounts;

- 1 (e) Monday, February 3, 2020 (or earlier): signage posted at CRDF and
2 Twin Towers advising inmates of settlement and how to make a claim;
3 claim forms available to all detainees at these facilities;
- 4 (f) Monday March 2, 2020: Notice by regular mail to all class members
5 who were initially notified by electronic means only (those who
6 received notice by email and text) and who have not yet submitted
7 claim forms along with the explanation that they were sent such
8 electronic notice but this notice is being sent as well because they did
9 not file a claim or exclude themselves from the settlement;
- 10 (g) Monday, March 2, 2020: The Class Administrator will begin
11 periodically reminding class members through email/text blasts to file
12 claims;
- 13 (h) Monday, March 9, 2020: Filing of Plaintiffs' Motion for Award of
14 Attorneys' Fees and Costs;
- 15 (i) Monday, June 29, 2020: Deadline to file Class Members' Objections to
16 any aspect of the Settlement (including Plaintiffs' Motion for Award of
17 Attorneys' Fees and Costs): Must be postmarked or received by that
18 date;
- 19 (j) Monday, June 29, 2020: Deadline to opt-out: Must be postmarked or
20 received by that date;
- 21 (k) Monday, June 29, 2020: Deadline to file class claims: Must be
22 postmarked or received by that date;
- 23 (l) Monday, July 27, 2020: Deadline to file Opposition or Reply to
24 Objections (including to objections to award of attorneys' fees and
25 costs);
- 26 (m) Monday, July 27, 2020: Deadline to file proposed final approval order
27 and motion for final approval of settlement;
- 28 (n) Monday, August 10, 2020: Final Approval hearing.

1 The parties also agree that, if for some reason the class notice process does
2 not begin by January 13, 2020, as provided above, the subsequent dates contained
3 should be deferred for the number of additional days before such notice occurs
4 without the need for additional Court approval. However, the Court must approve
5 any change of the date of the Final Approval Hearing.

6 **II. CONCLUSION**

7 For the foregoing reasons, and with the foregoing modification to the
8 settlement agreement to address the Court’s concerns, Plaintiffs ask that the Court
9 preliminarily approve the settlement, and sign the proposed Preliminary Approval
10 Order (with any revisions the Court deems necessary). The Proposed Preliminary
11 Approval Order contains a provision approving the parties’ request to issue notice
12 using a combination of mail, email and text message (and specifically approving
13 the parties’ request for text message notice). It differs from the prior proposed
14 order in that the it conforms to the new settlement terms and contains modified
15 dates. It assumes that the order will be entered by the end of November 2019. If it
16 is later, the dates may need to be modified to allow sufficient time to follow the
17 schedule. In light of the proximity to the holidays, the schedule does not begin
18 until January 2020.

19 DATED: October 31, 2019

Respectfully submitted,

20 KAYE, McLANE, BEDNARSKI & LITT,
21 LLP

22 By: /s/ Barrett S. Litt
23 Barrett S. Litt

24 By: /s/ Lindsay Battles
25 Lindsay Battles
26 Attorneys for Plaintiffs
27
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