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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. 2:14-cv-04307-DSF-FFM

**ORDER APPROVING CLASS
ACTION SETTLEMENT**

Assigned to the Hon. Dale S. Fischer
Complaint Filed: June 4, 2014

WHEREAS, on July 24, 2017, the Court (the Honorable Dale S. Fischer presiding) held a hearing (the “Fairness Hearing”) to determine whether the Settlement in this action by Defendant City of Long Beach and Plaintiffs Hector Ochoa, Cynde Soto, Cathy Shimozono, Ben Rockwell, and Sharon Parker, as set forth in the Settlement Agreement and Release of Claims, a copy of which is attached hereto as Exhibit A (the “Settlement Agreement”), is fair, reasonable and adequate, such that an Order of final approval should be issued and a final judgment upon said Settlement Agreement should be entered by the Court;

WHEREAS, the Fairness Hearing was attended by the Parties, through their

1 respective counsel of record in this action, and by such other individuals and
2 entities as set forth in the record in this matter;

3 WHEREAS, the Court has jurisdiction over the subject matter of this action,
4 the Plaintiffs, the City, and the Settlement Agreement; and

5 WHEREAS, the Court has read and considered the Parties' Joint Motion for
6 Final Approval of Class Action Settlement, the points and authorities and
7 declaration submitted therewith, the proposed Settlement Agreement, and all of the
8 supporting documents; and finds the Settlement Agreement to be fair, reasonable,
9 and adequate:

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. The Court adopts the terms and definitions set forth in the Settlement
12 Agreement, attached hereto as Exhibit A, and all terms of the Settlement
13 Agreement are incorporated herein by reference.

14 2. The Court has and reserves exclusive and continuing jurisdiction over
15 the subject matter of this action, the Plaintiffs, the Settlement Class, the Settlement
16 Agreement and the City.

17 3. The Court finds that the notice to the Settlement Class of the pendency
18 of this action and of the proposed Settlement Agreement was disseminated by each
19 of the means required under the Settlement Agreement and the Order of this Court
20 dated April 10, 2017, and was otherwise fully implemented.

21 4. The Court finds that such notice to the Settlement Class, as ordered
22 and implemented, was reasonably calculated under the circumstances to apprise the
23 Settlement Class Members of the pendency of this action, all material elements of
24 the proposed Settlement Agreement, and their opportunity (a) to submit written
25 objections to or comments on the Settlement Agreement, and (b) to appear at the
26 Fairness Hearing to object to or comment on the Settlement Agreement. The
27 Notice of Settlement was reasonable and the best notice practicable to all
28 Settlement Class Members and complied with the Federal Rules of Civil Procedure,

1 due process, and all other applicable laws and rules. A full and fair opportunity has
2 been afforded to the members of the Settlement Class to participate during the
3 Fairness Hearing, and all other persons wishing to be heard have been heard.
4 Accordingly, the Court determines that all members of the Settlement Class, as set
5 forth below, are bound by this Order.

6 5. On April 10, 2017, this Court provisionally certified the following
7 Settlement Class, as defined in the Settlement Agreement: “all persons (including,
8 without limitation, residents of and visitors to the City) with any Mobility
9 Disability, who, at any time from July 14, 2014 through the Term have used or will
10 use the Pedestrian Facilities in the City of Long Beach.” *See* ECF No. 148;
11 Settlement Agreement Part II.T.

12 6. On April 10, 2017, this Court appointed Plaintiffs Hector Ochoa,
13 Cynde Soto, Cathy Shimosono, Ben Rockwell, and Sharon Parker as class
14 representatives of the Settlement Class, and appointed the following counsel as
15 Class Counsel to represent the Settlement Class: (i) Goldstein Borgen Dardarian &
16 Ho; (ii) Disability Rights Legal Center; and (iii) Disability Rights Advocates.

17 7. This Court finds that the Settlement Class continues to meet the
18 requirements for class certification under the Federal Rules of Civil Procedure and
19 all other applicable laws and rules.

20 8. In particular, the Court finds that: (a) joinder of all Settlement Class
21 Members in a single proceeding would be impracticable, if not impossible, because
22 of their numbers and dispersion; (b) there are questions of law and fact common to
23 the Settlement Class; (c) Plaintiffs’ claims are typical of the claims of the
24 Settlement Class that they seek to represent for purposes of settlement; (d) Plaintiffs
25 have fairly and adequately represented the interests of the Settlement Class and will
26 continue to do so; (e) Plaintiffs and the Settlement Class are represented by
27 qualified, reputable counsel who are experienced in preparing and prosecuting class
28 actions, including those involving the sort of practices alleged in the Complaint;

1 and (f) the City acted or refused to act on grounds that apply to the Settlement
2 Class, so that final declaratory and injunctive relief is appropriate to the Settlement
3 Class.

4 9. Class certification is therefore an appropriate method for protecting the
5 interests of the Settlement Class and resolving the common issues of fact and law
6 arising out of the Plaintiffs' claims while also eliminating the risk of duplicative
7 litigation. Accordingly, the Court hereby makes final its earlier provisional
8 certification of the Settlement Class and further confirms the appointment of the
9 Class Representatives and Class Counsel to represent the Settlement Class, as set
10 forth above.

11 10. The Court grants final approval of the Settlement Agreement and finds
12 that it is fair, reasonable, adequate, and in the best interests of the Settlement Class
13 as a whole. The Court further finds that the City's expenditure of the amounts set
14 forth in Section 13 of the Settlement Agreement for the purposes set forth in the
15 Settlement Agreement is proper and reasonably calculated based on the available
16 information to maintain and ensure accessibility of the existing Pedestrian Facilities
17 located in the City of Long Beach to persons with Mobility Disabilities.
18 Accordingly, the Settlement shall be consummated in accordance with the terms
19 and conditions of the Settlement Agreement.

20 11. No objections were made to the Settlement Agreement.

21 12. The Class Representatives and all Settlement Class members (and their
22 respective heirs, assigns, successors, executors, administrators, agents and
23 representatives) are conclusively deemed to have released and forever discharged
24 the City and its Related Entities from all Released Claims as set forth in the
25 Settlement Agreement. All members of the Settlement Class are bound by this
26 Order.

27 13. All Settlement Class members are conclusively deemed to have
28 acknowledged that the Released Claims may include claims, rights, demands,

1 causes of action, liabilities, or suits that are not known or suspected to exist as of
2 the date of the Settlement Agreement and shall have released all such Released
3 Claims against the City and its Related Entities, as set forth in the Settlement
4 Agreement. Further, in accordance with the Settlement Agreement, all Settlement
5 Class members are deemed to have waived their protections under California Civil
6 Code § 1542 as it applies to any and all claims for injunctive or declaratory relief
7 concerning the accessibility of the Pedestrian Facilities, except for those that remain
8 in existence after the expiration of the Term.

9 14. Pursuant to the Parties' Settlement Agreement, on June 2, 2017,
10 Plaintiffs filed a Motion for an Award of Reasonable Attorneys' Fees, Expenses,
11 and Costs (ECF No. 153), which was heard by the Court on September 11, 2017.
12 Thereafter, on October 10, 2017, the Parties reached an agreement to fully resolve
13 Plaintiffs' claim for reasonable attorneys' fees, expenses, and costs from the
14 inception of this matter through the date of Final Approval of the Settlement
15 Agreement in the amount of \$3,364,904. The Court approves the Parties'
16 settlement regarding attorneys' fees, expenses, and costs, finding that an award of
17 \$3,364,904 for Plaintiffs' attorneys' fees, expenses and costs incurred from the
18 inception of this matter through the date of Final Approval of the Settlement
19 Agreement is reasonable and well supported by the points and authorities and
20 evidence submitted in support of, and opposition to, Plaintiffs' Motion for an
21 Award of Reasonable Attorneys' Fees, Expenses, and Costs.

22 15. All members of the Settlement Class are bound by this Order.
23 Throughout the Term of the Settlement Agreement, Settlement Class Members are
24 enjoined from asserting or prosecuting any claims that are released by the
25 Settlement Agreement.

26 16. The Settlement Agreement and this Order are not admissions of
27 liability or fault by the City or its Related Entities, or a finding of the validity of any
28 claims in this action or of any wrongdoing or violation of law by the City or its

1 Related Entities. The Settlement Agreement is not a concession by the Parties and,
2 to the fullest extent permitted by law, neither this Order, nor any of its terms or
3 provisions, nor any of the negotiations connected with it, shall be offered as
4 evidence or received in evidence in any pending or future civil, criminal, or
5 administrative action or proceeding to establish any liability of, or admission by the
6 City, its Related Entities, or any of them. Notwithstanding the foregoing, nothing
7 in this Order shall be interpreted to prohibit the use of this Order to consummate or
8 enforce the Settlement Agreement or Order, or to defend against the assertion of
9 Released Claims in any other proceeding, or as otherwise required by law.

10 17. In accordance with the terms of the Settlement Agreement, which is
11 attached hereto as Exhibit A, the Court reserves exclusive and continuing
12 jurisdiction over Plaintiffs, the Settlement Class members, the City, and the
13 Settlement Agreement throughout the term of the Settlement Agreement, for the
14 sole purpose of supervising the implementation, enforcement, construction, and
15 interpretation of the Settlement Agreement and this Order. In that regard, any
16 challenges to the Settlement Agreement’s terms or implementation, whether under
17 state or federal law, shall be subject to the exclusive and continuing jurisdiction of
18 this Court.

19 **IT IS SO ORDERED.**

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22 Dated: 10/17/17



23 HON. DALE S. FISCHER
24 UNITED STATES DISTRICT JUDGE

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