

Electronically Received 12/20/2023 11:15 AM

1 KEVIN F. RUF (#136901)  
JOSEPH D. COHEN (#155601)  
2 JONATHAN M. ROTTER (#234137)  
3 NATALIE S. PANG (#305886)  
GLANCY PRONGAY & MURRAY LLP  
4 1925 Century Park East, Suite 2100  
Los Angeles, California 90067  
5 Telephone: (310) 201-9150  
Email: info@glancylaw.com

6  
7 *Attorneys for Plaintiffs*

**FILED**  
Superior Court of California  
County of Los Angeles  
12/20/2023

David W. Slayton, Executive Officer / Clerk of Court

By: \_\_\_\_\_ A. He \_\_\_\_\_ Deputy

8  
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

11 ADAM HOFFMAN, individually and on  
behalf of all others similarly situated, and  
12 SAMUEL JASON, individually and on behalf  
of all others similarly situated,

13  
14 Plaintiffs,

15 v.

16 CITY OF LOS ANGELES,

17 Defendant.

Case No. BC672326

~~AMENDED PROPOSED~~ **JUDGMENT**  
**APPROVING CLASS ACTION**  
**SETTLEMENT**

Assigned for All Purposes to:

Hon. Stuart M. Rice

Dept. SSC-1

Date: December 20, 2023

Time: 10:30 a.m.

Action Filed: August 15, 2017

18  
19 WHEREAS, a putative class action is pending in this Court entitled *Adam Hoffman, et al.*  
20 *v. City of Los Angeles*, Case No. BC672326 (the “Action”);

21  
22 WHEREAS, (a) plaintiffs Adam Hoffman and Samuel Jason (collectively, “Plaintiffs”), on  
23 behalf of themselves and the Settlement Class (defined below), and (b) defendant City of Los  
24 Angeles (“Defendant” or “City”; and, together with Plaintiffs, the “Parties”) have entered into a  
25 First Amended Stipulation and Agreement of Settlement dated May 30, 2023 (the “Stipulation”)  
26 and filed with the Court that same day, that provides for a complete resolution of the claims  
27 asserted against the Defendant in the Action on the terms and conditions set forth in the  
28

1 Stipulation, subject to the approval of this Court (the “Settlement”);

2 WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall  
3 have the same meaning as they have in the Stipulation;

4 WHEREAS, by Order dated June 12, 2023 (the “Preliminary Approval Order”), this Court:  
5 (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of  
6 effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to  
7 potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity  
8 either to exclude themselves from the Settlement Class or to object to the proposed Settlement;  
9 and (e) scheduled a hearing regarding final approval of the Settlement;

11 WHEREAS, due and adequate notice has been given to the Settlement Class;

12 WHEREAS, the Court conducted a hearing on December 20, 2023 (the “Settlement  
13 Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement  
14 are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and  
15 (b) whether a judgment should be entered resolving claims asserted in the Action against the  
16 Defendant; and

18 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and  
19 proceedings held herein in connection with the Settlement, all oral and written comments received  
20 regarding the Settlement, and the record in the Action, and good cause appearing therefor;

22 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

23 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and  
24 all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and  
25 each of the Settlement Class Members.

1           2.       **Incorporation of Settlement Documents** – This Judgment incorporates and makes  
2 a part hereof: (a) the Stipulation filed with the Court on May 30, 2023; and (b) the Notice, Email  
3 Notice and the Postcard Notice, all of which were filed with the Court on November 15, 2023.

4           3.       **Class Certification for Settlement Purposes** – The Court hereby affirms its  
5 determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement  
6 only, the Action as a class action pursuant to California Code of Civil Procedure §382 and  
7 California Rules of Court 3.765 and 3.769 on behalf of the Settlement Class consisting of all  
8 Account Holders who paid Sewer Service Charges to the City of Los Angeles calculated subject to  
9 the Dry Winter Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-  
10 “Multiple Dwelling”) customers of L.A. Sanitation who lack separate indoor (tributary) and  
11 outdoor (non-tributary) water meters), at any time from May 4, 2016 through June 30, 2022,  
12 inclusive (the “Settlement Class Period”). Excluded from the Settlement Class are: (i) any Judge  
13 to whom this case is or was assigned; and (ii) any officers and council members of the City. Also  
14 excluded from the Settlement Class are the persons and entities listed on Exhibit 1 hereto who or  
15 which are excluded from the Settlement Class pursuant to request.

16           4.       **Class Findings** – Solely for purposes of the proposed Settlement of this Action, the  
17 Court finds that: (a) the number of Settlement Class Members is so numerous that joinder of all  
18 members thereof is impracticable; (b) there are questions of law and fact common to the  
19 Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they  
20 seek to represent; (d) Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent the  
21 interests of the Settlement Class; (e) the questions of law and fact common to the members of the  
22 Settlement Class predominate over any questions affecting only individual members of the  
23 Settlement Class; and (f) a class action is superior to other available methods for the fair and  
24 efficient adjudication of this controversy.  
25  
26  
27  
28

1           5.       For the purposes of the Settlement only, Plaintiffs Adam Hoffman and Samuel  
2 Jason are certified as the Class Representatives for the Action and the law firm of Glancy Prongay  
3 & Murray LLP is appointed as Class Counsel for the Settlement Class.

4           6.       Notice – The Court finds that the dissemination of the Postcard Notice, Email  
5 Notice and the online posting of the Notice on the Settlement Website: (a) were implemented in  
6 accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under  
7 the circumstances; (c) constituted due, adequate, and sufficient notice to all persons and entities  
8 entitled to receive notice of the proposed Settlement; and (d) met the requirements of California  
9 law and due process.

10           7.       Final Judgment – The Court hereby enters Judgment in accordance with, and  
11 subject to, the terms set forth in the Order Granting Final Approval of Class Action Settlement  
12 (“Final Approval Order”).  
13

14           8.       Binding Effect – The terms of the Stipulation and of this Judgment shall be forever  
15 binding on Defendant, Plaintiffs and all other Settlement Class Members (regardless of whether or  
16 not any individual Settlement Class Member submits a Claim Form or seeks or obtains a  
17 distribution from the Net Settlement Fund), as well as their respective successors and assigns. The  
18 persons and entities listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to  
19 request and are not bound by the terms of the Stipulation, the Final Approval Order or the  
20 Judgment.  
21

22           9.       Releases – The Court orders that the following Releases are effective as of the  
23 Effective Date:  
24

25           10.       Without further action by anyone, and subject to paragraph 13 below, upon the  
26 Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on  
27 behalf of themselves, and their respective heirs, executors, administrators, predecessors,  
28

1 successors, attorneys, and assigns, in their capacities as such, shall be deemed to have, and by  
2 operation of law and of the judgment shall have, fully, finally and forever compromised, settled,  
3 released, resolved, relinquished, waived and discharged each and every Released Plaintiffs’  
4 Claim<sup>1</sup> against the Defendant and the other Defendant’s Releasees,<sup>2</sup> and shall forever be barred  
5 and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims against any of the  
6 Defendant’s Releasees. This Release shall not apply to any person or entity listed on Exhibit 1  
7 hereto.

9 11. Without further action by anyone, and subject to paragraph 13 below, upon the  
10 Effective Date of the Settlement, Defendant, on behalf of itself, and its respective administrators,  
11 predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to  
12 have, and by operation of law and of the judgment shall have, fully, finally and forever  
13 compromised, settled, released, resolved, relinquished, waived and discharged each and every  
14 Released Defendant’s Claim<sup>3</sup> against Plaintiffs and the other Plaintiffs’ Releasees,<sup>4</sup> and shall

16 \_\_\_\_\_  
17 <sup>1</sup> “Released Plaintiffs’ Claims” means all claims and causes of action of every nature and  
18 description, whether known claims or unknown claims, whether arising under federal, state,  
19 common or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in  
20 the Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the  
21 allegations, transactions, facts, matters or occurrences, representations or omissions involved, set  
22 forth, or referred to in the Complaint and that relate to the payment of Sewer Service Charges to  
the City of Los Angeles calculated using the Dry Winter Compensation Factor during the  
Settlement Class Period or the use of sewer service charge revenue for purposes not allowed under  
Proposition 218. Released Plaintiffs’ Claims do not include: (i) any claims relating to the  
enforcement of the Settlement; and (ii) any claims of any Person that submits a request for  
exclusion that is accepted by the Court. Stipulation, ¶1(kk).

23 <sup>2</sup> “Defendant’s Releasees” means Defendant, and each of its current and former employees,  
24 officials, agents, managers, clerks, officers, directors and attorneys, including, but not limited to,  
25 the Mayor of the City of Los Angeles, Members of the City Council for the City of Los Angeles,  
26 Managers of the City of Los Angeles, Clerks of the City of Los Angeles, Finance Directors for the  
27 City of Los Angeles, in their capacities as such. The Parties expressly acknowledge that each of  
the foregoing is included as a Defendant Releasee even though not identified by name herein.  
Stipulation, ¶1(o).

28 <sup>3</sup> “Released Defendant’s Claims” means all claims and causes of action of every nature and  
description, whether known claims or unknown claims, whether arising under federal, state,

1 forever be barred and enjoined from prosecuting any or all of the Released Defendant's Claims  
2 against any of the Plaintiffs' Releasees. This Release shall not apply to any person or entity listed  
3 on Exhibit 1 hereto. For the avoidance of doubt, this release shall not apply to any claims by the  
4 Defendant or any other Defendant Releasee that arise out of or relate in any way to: (i) delinquent  
5 sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City  
6 services, charges or fees; in other words, it relates solely to the institution, prosecution, or  
7 settlement of the claims asserted in the Action against the Defendant.  
8

9       12. Notwithstanding ¶¶ 10-12 above, nothing in the Final Approval Order or this  
10 Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the  
11 Stipulation, the Final Approval Order or this Judgment.

12       13. **Retention of Jurisdiction/Injunctive Relief** – Without affecting the finality of this  
13 Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties  
14 for purposes of the administration, interpretation, implementation and enforcement of the  
15 Settlement; (b) the disposition of the Settlement Fund; (c) any motion to approve the Class  
16 Distribution Order; and (d) the Settlement Class Members for all matters relating to the Action.  
17  
18  
19

---

20 common or foreign law, that arise out of or relate in any way to the institution, prosecution, or  
21 settlement of the claims asserted in the Action against the Defendant. Released Defendant's  
22 Claims do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any  
23 claims against any Person that submits a request for exclusion from the Settlement Class that is  
24 accepted by the Court. Moreover, for the avoidance of doubt, Released Defendant's Claims do not  
25 include any claims by Defendant or Defendant's Releasees that arise out of or relate in any way to:  
26 (i) delinquent sewer fees or charges; or (ii) money owed by a Settlement Class Member for any  
27 other City services, charges or fees; in other words, Released Defendant's Claims relate solely to  
28 the institution, prosecution, or settlement of the claims asserted in the Action against the  
Defendant. Stipulation, ¶1(jj).

<sup>4</sup> "Plaintiffs' Releasees" means Plaintiffs, their respective attorneys, and all other Settlement Class Members, and their respective current and former officers, directors, agents, parents, affiliates, subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their capacities as such. Stipulation, ¶1(ee).

1           14. For the avoidance of doubt, the Court retains continuing and exclusive jurisdiction  
2 over the Non-Monetary Remedial Relief Component of the Settlement (a/k/a injunctive relief), set  
3 forth in paragraph 10 of the Stipulation.

4           15. **Modification of the Agreement of Settlement** – Without further approval from  
5 the Court, Plaintiffs and Defendant are hereby authorized to agree to and adopt such amendments  
6 or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement  
7 that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the  
8 rights of Settlement Class Members in connection with the Settlement. Without further order of  
9 the Court, Plaintiffs and Defendant may agree to reasonable extensions of time to carry out any  
10 provisions of the Settlement.

11           16. **Termination of Settlement** – If the Settlement is terminated as provided in the  
12 Stipulation or the Effective Date of the Settlement otherwise fails to occur, the Final Approval  
13 Order and this Judgment shall be vacated, rendered null and void and be of no further force and  
14 effect, except as otherwise provided by the Stipulation, and the Final Approval Order and this  
15 Judgment shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members  
16 and Defendant, and (a) Plaintiffs and Defendant shall revert to their respective positions in the  
17 Action as of March 18, 2022, and (b) the time period from March 18, 2022 to the date on which  
18 this Stipulation is not approved by the Court, is terminated or the Effective Date otherwise fails to  
19 occur, shall not count for the purpose of calculating the five-year period to bring the Action to trial  
20 under California Code of Civil Procedure Sections 583.310, 583.330, 583.340 and 583.350, based  
21 on the passage of time during such period, as provided in the Stipulation.

22           17. **Posting of this Judgment and the Final Approval Order on Settlement Website**  
23 – This Judgment and the Final Approval Order shall be posted on the Settlement Website.

24           18. **Final Report and Accounting** – The Court sets a non-appearance accounting  
25  
26  
27  
28

1 hearing for November 25, 2024, in Department SS-1 of this Court. At least five court days before  
 2 the hearing, Plaintiffs' Counsel and the Claims Administrator shall submit a final report, including  
 3 a summary accounting of the Settlement Fund identifying distributions made therefrom, the status  
 4 of any unresolved issues, and any other matters appropriate to bring to this Court's attention. The  
 5 final report shall be supported by a declaration.

6  
 7 19. Thirty (30) days after the final report is filed with the Court, the Parties shall  
 8 prepare and file a Stipulation and Proposed Order and Proposed Amended Judgment. The  
 9 Stipulation and Proposed Order shall include, *inter alia*, the amount of the distribution of unpaid  
 10 cash residue to the *cy pres* recipients, the check cashing deadline, the accrued interest on that sum  
 11 and any other information required to be set forth pursuant to Section 68520 of the Government  
 12 Code, as incorporated into Code of Civil Procedure Section 384.5. The Stipulation shall be signed  
 13 by Plaintiffs' Counsel, Defendant's Counsel and counsel for (or an authorized representative of)  
 14 the non-party *cy pres* recipients. The Stipulation shall include a statement to the effect that all  
 15 interested persons are in accord with the Amended Judgment and have no objection to the entry of  
 16 an amended judgment. If there are objections by any party, Plaintiffs' Counsel shall immediately  
 17 notify the Court and the matter will be set for further hearing.

18  
 19 20. **Summary of Gross Settlement Fund and Addition/Deductions Therefrom;**

20  
 21 **Anticipated Net Settlement Fund –**

22	<b>Settlement Fund Value</b>	\$57,500,000
23	<b>Plus:</b> Interest Earned as of December 12, 2023	\$1,189,163.42
24	<b>Less:</b> Claims Administrator Fees, Costs, and Expenses Invoiced as of December 13, 2023 and Anticipated	\$884,761
25	<b>Less:</b> Attorneys' Fees	\$19,164,750
26	<b>Less:</b> Litigation Expenses	\$461,729.60
27	<b>Less:</b> Service Award, Plaintiff Adam Hoffman	\$15,000
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

**Exhibit 1**

**List of Persons and Entities Excluded from the Settlement Class Pursuant to Request**

- 1. June K Martin;
- 2. Maria Elena Esparza;
- 3. Florence Shirvanian; and
- 4. Alice Marie Lowe.