

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*

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

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

13 Plaintiffs,

14 v.

15 CITY OF LOS ANGELES,

16 Defendant.

Case No. BC672326

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF 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

17  
18 WHEREAS, a putative class action is pending in this Court entitled *Adam Hoffman, et al.*  
19 *v. City of Los Angeles*, Case No. BC672326 (the “Action”);

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

1           WHEREAS, unless otherwise defined in this Order (“Final Approval Order”), the  
2 capitalized terms herein shall have the same meaning as they have in the Stipulation;

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

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

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

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

20           IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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

25           2.       **Incorporation of Settlement Documents** – This Final Approval Order  
26 incorporates and makes a part hereof: (a) the Stipulation filed with the Court on May 30, 2023;  
27  
28

1 and (b) the Notice, Email Notice, and the Postcard Notice, all of which were filed with the Court  
2 on November 15, 2023.

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

15  
16  
17           4.       **Class Findings** – Solely for purposes of the proposed Settlement of this Action, the  
18 Court finds that: (a) the number of Settlement Class Members is so numerous that joinder of all  
19 members thereof is impracticable; (b) there are questions of law and fact common to the  
20 Settlement Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they  
21 seek to represent; (d) Plaintiffs and Plaintiffs’ Counsel will fairly and adequately represent the  
22 interests of the Settlement Class; (e) the questions of law and fact common to the members of the  
23 Settlement Class predominate over any questions affecting only individual members of the  
24 Settlement Class; and (f) a class action is superior to other available methods for the fair and  
25 efficient adjudication of this controversy.  
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 Settlement Approval – The Court hereby fully and finally approves the  
11 Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of  
12 the Settlement; and the Releases provided for therein), and finds that the Settlement is, in all  
13 respects, fair, reasonable and adequate to the Settlement Class. The Parties are directed to  
14 implement, perform and consummate the Settlement in accordance with the terms and provisions  
15 contained in the Stipulation.

16           8.       The Parties shall bear their own costs and expenses, except as otherwise expressly  
17 provided in the Stipulation.

18           9.       Binding Effect – The terms of the Stipulation and of this Final Approval Order and  
19 the Judgment shall be forever binding on Defendant, Plaintiffs and all other Settlement Class  
20 Members (regardless of whether or not any individual Settlement Class Member submits a Claim  
21 Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective  
22 successors and assigns. The persons and entities listed on Exhibit 1 hereto are excluded from the  
23 Settlement Class pursuant to request and are not bound by the terms of the Stipulation, this Final  
24 Approval Order or the Judgment.  
25  
26  
27  
28

1           10.     **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together  
2 with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly  
3 incorporated herein in all respects. The Releases are effective as of the Effective Date.  
4 Accordingly, this Court orders that:

5           11.     Without further action by anyone, and subject to paragraph 13 below, upon the  
6 Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on  
7 behalf of themselves, and their respective heirs, executors, administrators, predecessors,  
8 successors, attorneys, and assigns, in their capacities as such, shall be deemed to have, and by  
9 operation of law and of the judgment shall have, fully, finally and forever compromised, settled,  
10 released, resolved, relinquished, waived and discharged each and every Released Plaintiffs' Claim  
11 against the Defendant and the other Defendant's Releasees, and shall forever be barred and  
12 enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the  
13 Defendant's Releasees. This Release shall not apply to any person or entity listed on Exhibit 1  
14 hereto.  
15

16           12.     Without further action by anyone, and subject to paragraph 13 below, upon the  
17 Effective Date of the Settlement, Defendant, on behalf of itself, and its respective administrators,  
18 predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to  
19 have, and by operation of law and of the judgment shall have, fully, finally and forever  
20 compromised, settled, released, resolved, relinquished, waived and discharged each and every  
21 Released Defendant's Claim against Plaintiffs and the other Plaintiffs' Releasees, and shall forever  
22 be barred and enjoined from prosecuting any or all of the Released Defendant's Claims against  
23 any of the Plaintiffs' Releasees. This Release shall not apply to any person or entity listed on  
24 Exhibit 1 hereto. For the avoidance of doubt, this release shall not apply to any claims by the  
25 Defendant or any other Defendant Releasee that arise out of or relate in any way to: (i) delinquent  
26  
27  
28

1 sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City  
2 services, charges or fees; in other words, it relates solely to the institution, prosecution, or  
3 settlement of the claims asserted in the Action against the Defendant.

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

7 14. **CCP §128.7 Findings** – The Court finds that during the course of the Action, the  
8 Parties and their respective counsel at all times complied with the requirements of California Code  
9 of Civil Procedure §128.7.

10 15. **No Admissions** – Neither this Final Approval Order, the Judgment, the Stipulation  
11 (whether or not consummated), including the exhibits thereto, the negotiations leading to the  
12 execution of the Stipulation, nor any proceedings taken pursuant to or in connection with the  
13 Stipulation and/or approval of the Settlement (including any arguments proffered in connection  
14 therewith):

15 (a) shall be offered against any of the Defendant’s Releasees as evidence of, or  
16 construed as, or deemed to be evidence of any presumption, concession, or admission by any of  
17 the Defendant’s Releasees with respect to the truth of any fact alleged by Plaintiffs or the validity  
18 of any claim that was or could have been asserted or the deficiency of any defense that has been or  
19 could have been asserted in this Action or in any other litigation, or of any liability, negligence,  
20 fault, or other wrongdoing of any kind of any of the Defendant’s Releasees or in any way referred  
21 to for any other reason as against any of the Defendant’s Releasees, in any civil, criminal or  
22 administrative action or proceeding, other than such proceedings as may be necessary to effectuate  
23 the provisions of the Stipulation;  
24  
25  
26  
27  
28

1 (b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or  
2 construed as, or deemed to be evidence of any presumption, concession or admission by any of the  
3 Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendant's  
4 Releasees had meritorious defenses, or that damages recoverable under the Complaint would not  
5 have exceeded the Settlement Amount or with respect to any liability, negligence, fault or  
6 wrongdoing of any kind, or in any way referred to for any other reason as against any of the  
7 Plaintiffs' Releasees, in any civil, criminal or administrative action or proceeding, other than such  
8 proceedings as may be necessary to effectuate the provisions of the Stipulation; or  
9

10 (c) shall be construed against any of the Releasees as an admission, concession,  
11 or presumption that the consideration to be given under the Settlement represents the amount  
12 which could be or would have been recovered after trial; *provided, however*, that the Parties and  
13 the Releasees and their respective counsel may refer to this Final Approval Order, the Judgment  
14 and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or  
15 otherwise to enforce the terms of the Settlement.  
16

17 16. **Retention of Jurisdiction/Injunctive Relief** – Without affecting the finality of this  
18 Final Approval Order or the Judgment in any way, this Court retains continuing and exclusive  
19 jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation  
20 and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for  
21 an award of attorneys' fees, Litigation Expenses and/or Service Awards by Class Counsel in the  
22 Action (the "Fee and Expense Application") that will be paid from the Settlement Fund; (d) any  
23 motion to approve the Class Distribution Order; and (e) the Settlement Class Members for all  
24 matters relating to the Action.  
25  
26  
27  
28

1           17.     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           18.     A separate order shall be entered regarding Class Counsel’s Fee and Expense  
5 Application. Such an order shall in no way affect or delay the finality of this Final Approval  
6 Order or the Judgment and shall not affect or delay the Effective Date of the Settlement.

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

14           20.     **Termination of Settlement** – If the Settlement is terminated as provided in the  
15 Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Final Approval  
16 Order and the Judgment shall be vacated, rendered null and void and be of no further force and  
17 effect, except as otherwise provided by the Stipulation, and this Final Approval Order and the  
18 Judgment shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members  
19 and Defendant, and (a) Plaintiffs and Defendant shall revert to their respective positions in the  
20 Action as of March 18, 2022, and (b) the time period from March 18, 2022 to the date on which  
21 this Stipulation is not approved by the Court, is terminated or the Effective Date otherwise fails to  
22 occur, shall not count for the purpose of calculating the five-year period to bring the Action to trial  
23 under California Code of Civil Procedure Sections 583.310, 583.330, 583.340 and 583.350, based  
24 on the passage of time during such period, as provided in the Stipulation.  
25  
26  
27  
28



- 1           21.    **Objection** – The objection to the Settlement is without merit and is overruled.
- 2           22.    **Cy Pres Recipients** – The Court finds both Los Angeles Waterkeeper and Heal the  
3 Bay are organizations that fulfill the purposes of the underlying causes of action. Los Angeles  
4 Waterkeeper engages in legal and advocacy work to improve the City’s wastewater collection  
5 system. Heal the Bay is dedicated to making the coastal waters and watersheds in Greater Los  
6 Angeles safe, healthy, and clean; its work includes tracking sewage spills and making  
7 recommendations to ensure that such spills do not occur in the future. At such time as it is  
8 determined by Plaintiffs’ Counsel, after consultation with the Claims Administrator that the re-  
9 distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining  
10 balance shall be contributed in equal parts to Heal the Bay and LA Waterkeeper.
- 11           23.    **Posting of the Judgment, Final Approval Order and Attorneys’ Fees Order on**  
12 **Settlement Website** – The Judgment, this Final Approval Order and the Attorneys’ Fees Order  
13 shall be posted on the Settlement Website.
- 14           24.    **Final Accounting** – The Court sets a non-appearance accounting hearing for  
15 November \_\_\_\_, 2024 at \_\_:\_\_ a.m./p.m. in Department SS1 of this Court. At least five court  
16 days before the hearing, Plaintiffs’ Counsel and the Claims Administrator shall submit a summary  
17 accounting of the Settlement Fund identifying distributions made therefrom, the status of any  
18 unresolved issues, and any other matters appropriate to bring to this Court’s attention.
- 19           25.    **Payment of Claims Administrator** – The Court approves payment of the Notice  
20 and Administration Costs, the total of which shall be included in the Final Accounting provided  
21 for above.
- 22           26.    **Entry of Final Approval Order** – There is no just reason to delay the entry of this  
23 Final Approval Order in this Action. Accordingly, the Clerk of the Court is expressly directed to  
24 immediately enter this Final Approval Order in this Action.
- 25  
26  
27  
28

1 Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
HON. STUART M. RICE  
Judge of the Superior Court

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

**Exhibit 1**

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

- 1. June K Martin;
- 2. Maria Elena Esparza; and
- 3. Florence Shirvanian.