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

AGUSTIN HERRERA, on behalf of  
himself and others similarly situated,

Plaintiff,

vs.

COUNTY OF LOS ANGELES, et al.

Defendants

CASE NO. CV 22-1013-HDV-PDx

[Hon. Judge Hernan Vera]

***REVISED* ~~PROPOSED~~**  
**PRELIMINARY APPROVAL ORDER;**  
**EXHIBITS A-C**

1 The parties have submitted this joint Revised Preliminary Approval Order of  
2 the Class Settlement for the Court's review. The Court has reviewed and  
3 considered the Settlement Agreement (Exhibit A hereto) (the "Settlement  
4 Agreement") and the exhibits attached thereto, which have been approved by the  
5 parties. The County of Los Angeles has approved the settlement, subject to the  
6 final approval of the Court. The Court made certain suggestions regarding the  
7 scope of the releases, to which the parties have agreed, and which have been  
8 incorporated into the parties' Settlement Agreement as an Addendum. The  
9 complete revised Settlement Agreement, inclusive of the Addendum, is attached as  
10 Exhibit A.

11 The Named Plaintiff/Class Representative is Agustin Herrera, who was  
12 detained in both Los Angeles County Juvenile Halls and Juvenile Camps during  
13 the class period (February 15, 2002, to the present, as defined in the  
14 contemporaneously filed motion for class certification). The Defendants are the  
15 County of Los Angeles, and various employees and sub-entities of the County.

16 Plaintiff and the Class contend that that the living conditions within the Los  
17 Angeles County juvenile halls and camps were/are dehumanizing, inherently  
18 punitive and inflicted harms upon detained youth that are independent from and/or  
19 exceed the inherent discomforts of confinement. With regard to living conditions,  
20 Plaintiffs assert that the Los Angeles County Probation Department maintained  
21 policies, practices and customs that resulted in consistently dehumanizing  
22 conditions of confinement. These conditions include lack of access to bathrooms  
23 and being forced to urinate and defecate in their cells, using milk cartons, towels,  
24 trash receptacles or anything else they can find; wearing dirty underwear used by  
25 others; sleeping with insufficiently warm bedding and clothing; living under the  
26 constant threat of excessive and unreasonable use of chemical force (pepper spray)  
27 and the excessive and unreasonable use of room confinement (i.e. solitary  
28 confinement); illegal shackling; and lack of access to rehabilitation programming

1 and outdoor recreation. Plaintiffs contend that these conditions are inherently  
2 punitive and contribute to the further traumatization of youth, undermining  
3 rehabilitation and mental health outcomes, and are not reasonably related to any  
4 legitimate penological interests.

5 Plaintiffs further contend that Los Angeles County violated juvenile  
6 detainees' constitutional rights by maintaining policies, practices and customs that  
7 resulted in the excessive and unreasonable use of mechanical restraints, excessive  
8 use of solitary confinement/room confinement, and excessive use of pepper spray;  
9 that these conditions were inherently punitive, and constituted an exaggerated and  
10 unconstitutional response to the safety needs of the Probation Department, in  
11 violation of both the Fourth and Fourteenth Amendments.

12 Plaintiffs also assert that Defendants acted with deliberate indifference to the  
13 serious mental health needs of youth confined to the juvenile halls by failing to  
14 provide sufficient assessments, sufficient individual and group mental health  
15 treatment, comprehensive ongoing assessment and crisis de-escalation, and that  
16 Defendants similarly failed to provide an environment conducive to psychiatric  
17 treatment by confining youth to living environments with squalid and  
18 retraumatizing conditions that exacerbated their mental health conditions  
19 undermined therapeutic progress.

20 While Defendants dispute the validity of Plaintiffs' allegations, the parties  
21 have agreed to enter into this Settlement Agreement to avoid the mutual risks of  
22 further litigation.

23 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

24 **I. PRELIMINARY APPROVAL OF SETTLEMENT**

25 1. This Order incorporates by reference the definitions in the Settlement  
26 Agreement, a copy of which is attached to this Order as Exhibit A, and also  
27 incorporates Exhibits B through C, thereto. All terms defined therein shall have  
28 the same meaning in this Order.

1           2.     Although at the time of the filing of the motion for preliminary  
2 approval of the settlement, a class had not yet been certified, the settlement was  
3 contingent on the court granting certification of a Rule 23 damages class, which  
4 the Court has done contemporaneously with granting the instant motion.

5           3.     The Settlement Agreement is hereby preliminarily approved, subject  
6 to further consideration thereof at the Fairness Hearing provided for below. The  
7 Court finds that the non-reversionary class settlement fund of \$30,000,000 and its  
8 proposed allocation, and the other provisions contained within the Settlement  
9 Agreement, are within the range of what would constitute a fair, reasonable, and  
10 adequate settlement in the best interests of the Class as a whole, and that the terms  
11 of the Settlement Agreement otherwise satisfy the Federal Rules of Civil  
12 Procedure 23(e) and due process requirements.

13           4.     More specially, the Court preliminarily finds that 1) Mr. Herrera is an  
14 adequate class representative, that Plaintiffs' counsel are experienced class action  
15 and civil rights litigators, and that, although discovery was conducted  
16 cooperatively, Plaintiffs' counsel thoroughly investigated the issues and obtained  
17 sufficient information to assess the claims; 2) the settlement was negotiated at  
18 arms' length with the assistance of an experienced mediator, Antonio Piazza; 3)  
19 the final settlement of \$30,000,000 represents a positive result for class members,  
20 with a mean recovery for class members after fees and costs of \$8000 or more,  
21 considering the risks, and the costs and delay of trial and appeal; 4) the proposed  
22 settlement includes a fair and effective means of distributing the settlement to  
23 class members in the form of direct monetary compensation; 5) class members  
24 were treated equitably, based on an objective standard of the number of detention  
25 days, with a reasonable balancing of the value of juvenile camp days versus hall  
26 days; 6) any attorney's fees to be awarded are to be decided by the Court based on  
27 a percentage of the fund, which ensures that any awarded attorney's fees will be  
28 reasonable; 7) the proposed incentive award to class representative Herrera is



1 reasonable when viewed in the context of the settlement as a whole.

2 5. Accordingly, the Court concludes that it is likely that the  
3 aforementioned substantive standards for final approval of the settlement will be  
4 satisfied at final approval.

5 **II. DEADLINES FOR NOTICE, FILING OBJECTIONS AND OPT-**  
6 **OUTS, AND DATE OF FAIRNESS HEARING**

7 6. The Court has set the following dates for purposes of this class action:

8 (a) Final identifying/contact information for class members and  
9 parents/guardians, to the extent not already provided, will be provided  
10 to Class Administrator Simpluris no later than 04/23.2025

11 (b) By 04/23.2025, the County of Los Angeles shall make its best and  
12 good faith efforts to obtain in computerized flat file format the names  
13 and dates of birth of all class members who are presently in custody  
14 of the Los Angeles Sheriff's Department or Los Angeles Probation  
15 Department, including any LA County jail facilities, juvenile halls,  
16 juvenile camps or SYTF programs, and shall provide such  
17 information to the claims administrator and class counsel. To the  
18 extent practicable, the County shall advise the administrator of the  
19 class members' custodial facility.

20 (c) By 05/23/2025, a Class member website shall be established and  
21 updated to reflect the preliminary approval order and to permit class  
22 members to submit claims online;

23 (d) By 05/28/2025 (or earlier): signage shall be posted at all LA County  
24 Juvenile Halls and Camps advising prisoners and detainees of  
25 settlement and how to make a claim and how to request a claim form;'

26 (e) By 05/28/2025 (or earlier): First round of class notice shall be sent,  
27 inclusive of email, text and first-class mail to all class members and  
28 their parents/guardians;

- 1 (f) By 06/09/2025 (or earlier): summary publication in Prison Legal  
2 News (a publication widely distributed to inmates throughout the  
3 country) and begin selective social media/online outreach directly  
4 targeting class members' Facebook and/or Instagram accounts;  
5 (g) 06/27/2025: The Class Administrator will send reminders to class  
6 members through email/text blasts to file claims;  
7 (h) 07/25/2025: The Class Administrator will send another round of  
8 reminders to class members through email/text blasts to file claims  
9 (i) 08/29/2025: The Class Administrator will send another round of  
10 reminders to class members through email/text blasts to file claims  
11 (j) 09/29/2025: The Class Administrator will perform a new skip trace  
12 for any class members who have not responded and will re-send  
13 notice by email, text, potentially other means of electronic notice and  
14 regular mail. (This provides for a second round of regular mail  
15 notice).  
16 (k) By 09/29/2025: Filing of Plaintiffs' Motion for Award of Attorneys'  
17 Fees and Costs;  
18 (l) By 10/29/2025: The Class Administrator will send a final additional  
19 round of reminder notices by email and text and US mail to any class  
20 members who have not filed claims.  
21 (m) 11/28/2025: Deadline to 1) file Class claims; 2) file Class Members'  
22 Objections to any aspect of the Settlement (including Plaintiffs'  
23 Motion for Award of Attorneys' Fees and Costs); 3) to opt out of the  
24 Settlement: Must be postmarked or received by that date;  
25 (n) 12/29/2025: Deadline to file proposed final approval order, motion for  
26 final approval of settlement, including responses to any objections;  
27 (o) 01/28/2026: Final Approval hearing.

28 7. In the event that the class notice is not communicated through text

1 message, email and regular mail by the deadlines set forth above, the subsequent  
2 dates contained herein will be deferred for the number of additional days before  
3 such notice occurs without the need for additional Court approval. However, the  
4 Court must approve any change of the date of the Final Approval Hearing.

5 8. The Parties have identified exclusively from Los Angeles County and  
6 Los Angeles Juvenile Court records Damages Class Members based on who was  
7 detained in a Los Angeles County Juvenile Hall or Juvenile Camp; who was born  
8 on or after February 15, 2002, continuing until final approval of the settlement;  
9 and to whom class notice was sent or attempted to be sent.

10 9. If, pursuant to a subpoena, CDCR is able to efficiently identify  
11 currently incarcerated class members, Los Angeles County will send CDCR a  
12 confidential list of class members to be cross-referenced against CDCR's  
13 databases.

14 **III. SETTLEMENT TERMS.**

15 10. In summary, the settlement's basic terms are that Defendants will  
16 provide payment of a total of Thirty Million dollars (\$30,000,000) into a Class  
17 Fund. From that amount, the following awards will be made, subject to court  
18 approval:

- 19 a. Incentive award to Agustin Herrera in the amount of \$25,000.
- 20 b. Payment of the third-party class settlement administration costs to the  
21 chosen class administrator, Simpluris, estimated at a maximum of  
22 \$163,000.
- 23 c. Plaintiffs will file a motion for attorneys' fees and costs to be approved  
24 by the court. The settlement agreement provides that Plaintiffs' counsel  
25 may request up to 30% of the class fund but not more, plus  
26 reimbursement of litigation costs. The final determination of the  
27 appropriate attorney's fee will be made by the Court.
- 28 d. The remainder of the Class Fund (estimated to be above \$20 Million)

1 shall be distributed to the class members (including Named  
2 Plaintiffs/Class Representatives) under a formula summarized below, and  
3 as set out in ¶¶ 5-9 of the Settlement Agreement (Exhibit A to the  
4 proposed Preliminary Approval Order), particularly ¶ 7.

5 e. Claiming class members will receive four points for each day of Juvenile  
6 Hall custody, and one point for each day Juvenile Camp custody.

7 11. Once the claims period closes, the claims administrator will calculate  
8 the total points for each claiming class members who submitted timely claims.  
9 Each class member's recovery will be determined based on that class member's  
10 percentage of the total points for all class members.

11 12. The Class Fund is non-reversionary.

12 **IV. CLASS ADMINISTRATOR**

13 13. The Court approves the retention of Simpluris as Class Administrator,  
14 to administer the distribution of the Class and Settlement Notice and publication  
15 of the Class and Settlement Notice, and to distribute the proceeds of the settlement  
16 to all eligible Class Members pursuant to the Plan set out in the Settlement  
17 Agreement (Exhibit A) should the Court grant final approval.

18 14. The Class Administrator shall preserve all written communications  
19 from Class Members in response to the Class and Settlement Notice at least until  
20 seven years after final approval, or pursuant to further order of the Court. All  
21 written communications received by the Class Administrator from Class Members  
22 relating to the Settlement Agreement shall be available at all reasonable times for  
23 inspection and copying by Counsel for the Parties, and copies shall be regularly  
24 provided to Counsel for the Parties.

25 15. The Class Administrator shall be compensated from the Class Fund  
26 for its services in connection with notice and administration and for the costs of  
27 giving mailed and published notice, and the other services it performs, pursuant to  
28 such orders as the Court may enter from time to time.



1           16. Prior to entry of the Final Order of Approval of Settlement, the Class  
2 Administrator will not accrue any costs not itemized in Exhibit C unless agreed to  
3 by the Plaintiffs' counsel and approved by the Court. If the Court does not enter  
4 the Final Order of Approval and Settlement, then all such funds paid to the Class  
5 Administrator, to the extent they are available after payment of all accrued class  
6 administration expenses, shall be returned to Defendants.

7           17. If this settlement does not go through for any reason, a new settlement  
8 is not reached, the case goes to trial, and Plaintiffs are not successful in their  
9 prosecution of the case, Defendants shall not seek reimbursement from Plaintiffs  
10 of class administration funds paid under this settlement.

11 **V. CLASS COUNSEL**

12           18. Barrett S. Litt and Lindsay Battles of McLane, Bednarski & Litt, and  
13 Scott B. Rapkin and Michael S. Rapkin of Rapkin & Associates are hereby  
14 confirmed as counsel for the Class Representatives and the Class ("Class  
15 Counsel").

16           19. Class Counsel are authorized to act on behalf of the Class with respect  
17 to all acts or consents required by or which may be given pursuant to the  
18 Settlement, and such other acts reasonably necessary to consummate the  
19 Settlement.

20 **VI. CLASS AND SETTLEMENT NOTICE**

21           20. Class Counsel shall provide the Class and Settlement Notice to the  
22 Class Administrator for distribution according to the schedule set forth above.  
23 Such notice shall be in substantially the form as proposed in Exhibit B to the  
24 Settlement Agreement and shall be communicated as provided in Section II above  
25 (providing for both text message, email and regular mail notice); returned mail  
26 shall be subject to follow up mailings after appropriate searches of the available  
27 databases. No notice by publication shall be required because such notice has not  
28 proven effective at reaching class members, and the resources are better spent on

1 attempting to reach class members through electronic email and other means of  
2 electronic outreach. See revisions to F.R.Civ.P 23 (c)(2)(B) effective December  
3 2019 (acknowledging that notice “may be by ... electronic means, or other  
4 appropriate means” in addition to or in lieu of United States mail).

5 21. Defendants represent that they will provide if possible, the name,  
6 address, social security number, date of birth, driver's license information, and any  
7 other identifying information of Damages Class Members, to the Class  
8 Administrator. Such information shall be confidential and may not be disclosed to  
9 anyone except the Class Administrator, designated representatives of Defendants.  
10 Should the Defendants discover at any time any additional information containing  
11 relevant class information, they shall promptly provide it to the Class  
12 Administrator. In addition, class member identifying will be made available to  
13 class counsel for the purpose of facilitating class notice, calculating distribution  
14 amounts, and assisting in resolving class member disputes regarding claims  
15 validity and distribution amounts.

16 22. To the extent that a Court Order is needed to obtain class member data  
17 from the Los Angeles County Juvenile Court, the parties will meet and confer and  
18 then seek the Court’s assistance and/or guidance.

19 23. At least seven days before the Fairness Hearing, Class Counsel and/or  
20 the Class Administrator shall serve and file a sworn statement by the Class  
21 Administrator attesting to compliance with the provisions of this Order governing  
22 Class and Settlement Notice. This shall include a list of all people who have opted  
23 out of the class.

24 24. The Court approves the Class and Settlement Notice attached as  
25 Exhibit B.

26 25. The Court approves the Class Administrator Bid attached as Exhibit  
27 C.

28 26. The Court finds that the notice required by the foregoing provisions of

1 this Order is the best notice practicable under the circumstances and shall  
2 constitute due and sufficient notice of the Settlement and the Fairness Hearing to  
3 all Class Members and other persons affected by and/or entitled to participate in  
4 the settlement, in full compliance with the notice requirements of Rule 23 Federal  
5 Rules of Civil Procedure and due process.

6 **VII. THE FAIRNESS HEARING**

7 27. A Fairness Hearing shall be held on \_\_\_\_\_, to consider: (a) the  
8 fairness, reasonableness, and adequacy of the Settlement; (b) whether a Final  
9 Order of Approval and Settlement should be entered in its current or some  
10 modified form; and (c) the application by Class Counsel for attorneys' fees and  
11 expenses (the "Fee Motion").

12 28. At least two weeks prior to the Fairness Hearing, Plaintiffs shall  
13 submit a proposed Final Approval Order, which shall be approved by Defendants.  
14 That proposed order will contain the final provisions the Parties seek the Court to  
15 finally approve and the Parties' proposed court orders related to any objections  
16 that have been filed. It will not be necessary to file a separate motion for final  
17 approval.

18 29. The date and time of the Fairness Hearing shall be set forth in the  
19 Class and Settlement Notice but shall be subject to adjournment by the Court  
20 without further notice to the Class Members other than that which may be posted  
21 at the Court and on the Court's and the settlement web site.

22 30. Any Class Member who objects to the approval of the Settlement  
23 Agreement, the Fee Motion, the Named Plaintiffs' incentive awards or the  
24 proposed allocation of damages among class members may appear at the Fairness  
25 Hearing and show cause why any one of the foregoing should not be approved as  
26 fair, reasonable, and adequate, and why the Final Order of Approval and  
27 Settlement should not be entered, except that no such Class Member may appear at  
28 the Fairness Hearing unless the Class Member, no later than \_\_\_\_\_ [the date to

1 file objections to the Settlement] (a) files with the Clerk of the Court a notice of  
2 such person's intention to appear, a statement that indicates the basis and grounds  
3 for such person's objection to the Settlement Agreement, the Fee Petition, the  
4 Named Plaintiffs' incentive awards or the proposed allocation of damages among  
5 class members, and all documentation, papers, or briefs in support of such  
6 objection; and by the same date (b) serves upon all Counsel to the Parties (as listed  
7 in the Class Notice), either in person or by mail, copies of such notice of intention  
8 to appear, statement of objections and all documentation, papers, or briefs that  
9 such person files with the Court. The required documentation shall include the  
10 information requested on the Claim Form. Final determination of whether any  
11 such objector is a Class Member who has standing to object shall be determined  
12 solely from the Defendants' and government records, from which the list of Class  
13 Members has been compiled. In the absence of the timely filing and timely service  
14 of the notice of intention to appear and all other materials required by this  
15 paragraph, any objection shall be deemed untimely and denied. Whether the Court  
16 will allow any objecting Class Member to speak at the argument is subject to the  
17 Court's discretion, and is not required by this Order.

18 31. Pending final approval of the Settlement Agreement, no Class  
19 Member shall, either directly, representatively, or in any other capacity,  
20 commence, prosecute against any Defendant or participate in any action or  
21 proceeding in any court or tribunal asserting any of the matters, claims, or causes  
22 of action that are to be released by the Settlement Agreement upon final approval.

23 32. In the event of final approval of the Settlement Agreement, all  
24 Damages Class Members (except those who have opted out) shall be forever  
25 enjoined and barred from asserting any of the matters, claims or causes of action  
26 released by the Settlement Agreement, and all such Class Members shall be  
27 deemed to have forever released any and all such matters, claims and causes of  
28 action as provided for in the Settlement Agreement.



1 **VIII. OTHER PROVISIONS**

2 33. The Court approves the parties' plan to use text messages to both  
3 issue class notice and reminder messages for those class members for whom the  
4 Claims Administrator is able to locate mobile phone numbers. In sending notice  
5 and reminders via text, recipients shall have the ability to "unsubscribe"  
6 themselves from further messages.

7 34. To the extent not otherwise specifically addressed in this Order,  
8 Defendants and Class Counsel shall comply with the provisions of the Settlement  
9 Agreement.

10 35. In the event the Settlement is not finally approved or is otherwise  
11 terminated in accordance with the provisions of the Settlement Agreement, the  
12 Settlement and all proceedings had in connection therewith shall be null and void,  
13 except insofar as expressly provided to the contrary in the Settlement Agreement,  
14 and without prejudice to the status quo ante rights of Plaintiffs, Defendants, and  
15 Class Members.

16 IT IS SO ORDERED.

17 DATED: March 18, 2025



18 HERNAN D. VERA  
19 UNITED STATES DISTRICT JUDGE  
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