

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

AGUSTIN HERRERA, *et al.*,

Plaintiffs,

vs.

COUNTY OF LOS ANGELES, *et al.*,

Defendants.

CASE NO. CV 22-1013-HDV-PDx

[Hon. Judge Hernan Vera]

SETTLEMENT AGREEMENT

Plaintiff Agustin Herrera (individually and on behalf of the putative classes in this case (collectively “Plaintiffs”) and Defendants County of Los Angeles (“the County”), Los Angeles County Department of Probation, Chief Probation Officer Adolfo Gonzalez, in his personal capacity, former chief probation officers Ray Leyva (interim), Terri McDonald, and Jerry Powers, in their personal capacities, Los Angeles County Department of Mental Health and DOES 1-20, inclusive (collectively “Defendants”), by and through their respective counsel, hereby submit the following Settlement Agreement (“Settlement Agreement”). Plaintiffs and Defendants are referred to collectively herein as “the Parties.”

I. RECITALS

Plaintiff and class members are former or current detainees at one or more of the Los Angeles County Juvenile Halls [Central Juvenile Hall (CJH), Barry J. Nidorf Juvenile Hall (BJN) and Los Padrinos] (hereafter the “Juvenile Halls” or the “Halls”)], and the Los Angeles County Juvenile Camps [Camp Clinton B. Afflerbaugh, Camp Vernon Kilpatrick, Camp Joseph Paige, Camp Glenn Rockey, Dorothy Kirby Center and Camp Scott (hereafter the “Juvenile Camps” or the “Camps”)]. Plaintiffs filed this action in the United States District Court for the Central District of California (“Court”) on behalf of themselves and a class of similarly situated Halls inmates on February 14, 2022. In the course of mediating this settlement, the parties agreed to broaden the claims to include similarly situated Camp inmates, and that all claims asserted in the complaint on behalf of putative Hall class members are deemed to encompass claims on behalf of putative Camp class members.

Plaintiff alleged various violations of the United States Constitution, alleging due process violations for conditions of confinement, use of mechanical restraints, room/solitary confinement, excessive force and use of chemical force, deliberate indifference to mental health conditions, and violation of the ADA and Rehabilitation Act during the class period.

The parties entered into an agreement that Plaintiff would conduct document and limited data discovery with the understanding that there would then be an attempt to settle the case with the assistance of a well-known mediator, Anthony Piazza, with whom counsel for both sides had prior experience. If the mediation was successful, then class certification would be sought in conjunction with the motion for preliminary approval of the settlement. If the mediation was not successful, then the case would proceed to full, active litigation, including a motion for class certification and any other appropriate motions for either side. The pre-mediation discovery went on for over one year, during which Defendants provided approximately 29,000 pages of documents and records. In addition to that

discovery, Plaintiffs interviewed putative class members, juvenile justice advocates, and lawyers for putative class members, and reviewed voluminous government reports going back approximately 20 years regarding conditions and treatment of detainees in the Halls.

The Parties have reached a proposed Settlement subject to the approval of the Court. It is understood and agreed that this Settlement is the compromise of disputed claims by the Named Plaintiffs and Class Members, and that the payments made are not to be construed as an admission of liability by any of the Defendants. The Defendants deny liability, preserve all defenses they have asserted or could present in these proceedings or any future appeal, and intend merely to avoid the expense of further litigation.

In summary, this Settlement provides for dismissal of this case with prejudice in exchange for a non-reversionary Class Fund of \$30 Million, from which costs of administration, litigation costs and attorney's fees (collectively "Expenses") will be paid, and the remainder of which would be distributed to Class Members who make valid claims. All funds after payment of Expenses shall be distributed to class members under a formula approved by the court (the substance of which is set forth *infra* at ¶ 4); no settlement funds shall be used as *cy pres* funds with the exception of funds remaining from uncashed checks (as is explained in ¶ 41).

II. DEFINITIONS

The listed terms used throughout this Settlement Agreement are intended to have the following meanings:

1. "Administrator" means the Class Administrator, as agreed upon (or to be agreed upon) by the Parties and appointed by the Court to review and determine the validity and amount of claims submitted by a Settlement Class Member ("SCM") (as defined herein), according to the procedures set forth herein.
2. The "Bar Date" is the date by which any Class Member who wishes to receive payment pursuant to the Settlement Agreement and therefore is a

Settlement Class Member (“SCM”) as defined below must file his/her Proof of Claim and Release Form, file objections to this Settlement Agreement, or request to be excluded from the class (opt-out). The Bar Date shall be calculated as the close of business on the 180th day after the last day of mailing of the Class Notice, which is to occur within two consecutive business days from beginning to end, as is addressed in ¶ 28, *i.e.*, the Administrator must mail all notices within a two day period). By the mailing date, the Claims Administrator will also have completed issuing notice via electronic means, including text message and email.

3. “Class Counsel” herein refers to Barrett S. Litt and Lindsay Battles of McLANE, BEDNARSKI & LITT, LLP, and Scott Rapkin and Michael Rapkin of RAPKIN & ASSOCIATES, LLP.
4. “Class Counsel Attorney’s Fees” refers to the amount awarded by the Court as Class Counsel’s attorney’s fees in this case, to be approved by the Court upon motion by Class Counsel.
5. “Class Counsel Litigation Costs” refers to the amount of costs awarded by the Court upon motion by Class Counsel.
6. The “Class Fund” refers to the amount of \$30 Million as damages compensation to the Classes, to be paid by Defendants to the Administrator, except that the portion awarded by the Court as Attorney’s Fees and Class Counsel Litigation Costs shall be paid directly to the McLane, Bednarski & Litt Client Trust Account. The payment to the Class Administrator shall include the costs of Class Administration, any incentive award to the class representative, and compensation to Class Members.
7. The “Class Damages Period” refers to the period between February 14, 2002 (twenty years before the filing of the complaint because Plaintiff Herrera and the class members’ claims were tolled due to minority) and the time of final approval of the settlement (for any putative class members to whom notice of the settlement was sent or attempted to be sent).

8. A “Class Member” means any member of the Damages Classes yet to be certified. Although the Court has not yet certified a damages class for a Halls/Camps Class, it is a condition of this settlement that it will do so in the future, and that the Class Definition for such class shall be:

“All persons from February 14, 2002, to the time of final approval of the settlement who 1) were detained for any period of time at one of the Juvenile Halls or Camps, and 2) to whom notice of the proposed settlement was sent, or attempted to be sent, individually by any means of notice approved by the court” (or similar words approved by the court and the parties).
9. The “Class Notice” means the notice to be sent to Class Members regarding this Settlement, in a form substantially similar to that attached hereto as Exhibit B, or as otherwise approved by the Court, and such other summary notice to be published in accordance with the terms of this Settlement Agreement.
10. The “Class Member List” is a list of Class Members. It is based solely on the records of the Los Angeles County Probation Department (hereafter “Probation Department”). Only persons appearing on that list qualify as Class Members.
11. The “Database” is the information provided in electronic form to the Administrator which information has been compiled from the electronic records of Los Angeles County, as filtered to identify those meeting the class definition by the Parties’ experts.
12. The “Defendants” are the County of Los Angeles (“the County”), Los Angeles County Department of Probation, Chief Probation Officer Adolfo Gonzalez, in his personal capacity, former chief probation officers Ray Leyva (interim), Terri McDonald, and Jerry Powers, in their personal capacities, Los Angeles County Department of Mental Health, and any unnamed employees or agents of the County of Los Angeles.

13. The “Effective Date” is the date on which the District Court issues an Order granting final approval of the Settlement Agreement, except that if any objections to the settlement were submitted to the Court, the Effective Date is the date of the final resolution of any appeal of the Final Approval of this Settlement Agreement, or if no such appeal is filed, the expiration of the deadline for filing a Notice of Appeal.
14. The “Fairness Hearing” is the hearing on the fairness of this Settlement, which date will be set by the Court.
15. The “Final Order of Approval and Settlement” is the Order finally approving the settlement, entered by the Court (which may also be referred to herein as “Final Order”).
16. The “Lawsuit” refers to the action styled *Agustin Herrera et al. v. County of Los Angeles et al.*, Case No. CV 22-1013-HDV-PDx (as expanded by this settlement agreement).
17. The “Motion for Attorney’s Fees and Costs” is Class Counsel’s application for Attorneys’ Fees and Costs.
18. The “Named Plaintiff” or “Class Representative” refers to Agustin Herrera.
19. “Preliminary Approval” is the Court’s determination that the Settlement is within the range of possible approval and therefore that Class Notice should be sent to Class Members and a Fairness Hearing should be set by the Court.
20. The “Preliminary Approval Order” is an order entered by the Court preliminarily approving the Settlement, after which Class Notice, the opportunity to object and Opt Out, and entry of a Final Order of Approval and Settlement would occur.
21. An “Opt-Out” is any Class Member who files a timely request for exclusion, pursuant to the terms of this Settlement Agreement, to be excluded from the Settlement Class. (If used as a verb, it refers to the process of filing such exclusion.)

22. The “Proof of Claim Form” means the Proof of Claim and Release Form required to be used in order to make a claim for payment under this Settlement. A copy of the proposed Proof of Claim Form is attached as Exhibit C. Pre-prepared Claim forms shall be bar coded to link with the Class Member’s Database information.
23. “Released Person” means the Defendants and their affiliates, subsidiaries, predecessors, successors, and/or assigns, together with all past, present and future officials, employees, representatives, attorneys, outside counsel, and/or agents of Los Angeles County. “Released Person” also includes any and all insurance carriers, and/or their representatives and attorneys, for the Released Persons. The
24. The “Settlement” refers to this agreement.
25. A “Settlement Class Member” (“SCM”) means any Class Member as defined above (whether or not he or she files a Timely Claim form), including representatives, successors and assigns, who does not file a valid and timely Request for Exclusion as provided for in this Settlement Agreement.
26. The “Settlement Fund” is the fund established by the Administrator with funds transferred from Defendants after payment of the Class Attorney’s Fees and Costs. The costs of class administration, and damages to the Class Representative and Class Members, will be paid from the Settlement Fund. Except for the Class Attorney’s Fees and Costs awarded by the Court, the Defendants will pay all moneys they are obligated to pay under the Preliminary Approval Order, and the settlement approved by the Court, if any, into the Settlement Fund to be maintained by the Class Administrator. The monies awarded to Class Counsel for their fees and costs shall be paid directly to the McLane, Bednarski & Litt Client Trust Account, and are not part of the Settlement Fund as defined in this Settlement Agreement.
27. “Remainder” refers to the amount in the Class Fund after payment of Class

Counsel's Attorney Fees, Class Counsel's Litigation Costs, mediation costs, and Class administration costs. Stated differently, the "Remainder" is the Settlement Fund after the payment of current and projected class administration costs. This is the amount available for distribution to class members.

28. A "Timely Claim" is one filed a) within the 180-day window provided by the notice to be sent to the class, and b) upon joint approval of the parties, late claims (i.e., claims filed after the Class Notice period) that are filed prior to the Final Approval Hearing, or otherwise approved by the court. Prior to distribution of funds, the parties shall have discretion to jointly approve late claims, without approval from the Court.

III. DISCLAIMER OF LIABILITY

1. The Parties acknowledge and agree that all undertakings and agreements contained in this Settlement Agreement have been agreed to solely for the purpose of finally compromising all questions, disputes and issues between them relating to the litigation. This Settlement Agreement and any proceedings taken pursuant hereto shall not in any event be construed as, interpreted as, or deemed to be evidence of an admission or concession by either party for any purpose, or deemed to constitute a waiver of any legal position or any defenses or other rights which the Parties might otherwise assert in any context. Neither this Settlement Agreement nor any provision contained therein, nor any documents related hereto, nor any negotiations, statements or testimony taken in connection herewith may be offered or received as evidence, or used for any other purpose, or in any suit, action or legal proceeding which either of them have or in the future may have with any other person, as an admission or concession of liability or wrongdoing on the part of either party, except in connection with any action or legal proceeding to enforce this Settlement Agreement. The Parties have reached this Settlement through arms-length negotiations and to avoid the costs and delays of further disputes, litigation and negotiations among them and after extensive

negotiations with an independent mediator, subject to approval by the Court. This Settlement Agreement has been entered into without any concession of liability or non-liability whatsoever and has no precedential or evidentiary value whatsoever.

IV. FINANCIAL TERMS OF SETTLEMENT AGREEMENT AND CLASS DAMAGES ALLOCATION FORMULA

2. The Class Fund is the amount of \$30,000,000. The class administration costs shall be paid out of that fund, as will any incentive awards to the Class Representative as approved by the Court, and any attorney's fees and costs awarded by the Court. (Class Counsel's Litigation Fees and Costs will be addressed in Class Counsel's Motion for Attorney's Fees and Costs.)

3. The "Remainder" of the Class Fund is the amount to be distributed to the Class Members (including Named Plaintiff/Class Representative Agustin Herrera) under the formula terms provided below after payment of the fees and costs referenced in ¶ 2.

4. Subject to approval of the Court at the hearing regarding the Final Order of Approval and Settlement, Agustin Herrera shall receive an incentive award of \$25,000. It is not currently possible to determine the amount of the Class Fund Remainder (as defined above) before the hearing regarding the Final Order of Approval and Settlement, where the final amount of Class Counsel's Attorney's Fees and Costs awards, and present and projected class administration costs, will be determined.

5. The formula for distribution of the Remainder has been developed by Class Counsel and agreed to by Defendants. The ultimate Distribution Formula will be summarized in the Class Notice to be sent to Class Members. This formula assigns points for each day in custody in which Class Members are compensated based on the number of custody days. Each custody day is assigned a point-value which will translate to a per-diem dollar value by dividing the Remainder by the number of assigned points, as follows:

HALL OR CAMP	Points Per Day Of Detention
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Hall	4
Camp	1

6. The per-day points are assigned to each Class Member for each Hall or Camp detention day.

7. The difference in points between the Hall Days and the Camp Days is based ultimately on an assessment of the relative severity of the alleged conditions at the Halls versus the camps. Although the mediation did not result in a specific allocation between the Halls and Camps, what weight should be given to each was the subject of extensive discussion during mediation, and the four to one relative weight between Hall and Camp days is informed by that discussion. Many, likely most, Class members spent time in both types of facilities,

8. Class Member's point total is the sum of all their assigned points. The final distribution will be based on the total points for each Class Member who filed claims, divided by individual points assigned to each claiming Class Member. (If, for example, there is a total of 1,000,000 points for the aggregated Timely Claims, and Class Member "X" had a total of 200 points, Class Member "X" would receive .02% (or .0002) of the Remainder. Because it is anticipated that not all Class Members will make Timely Claims, and this is a non-reversionary fund, a claiming Class Member's share of the Remainder will be determined based on that Class Member's share of the total points for Class Members who made Timely Claims.

9. None of the Class Fund shall revert to the County. Accordingly, as explained above, the money per Class Member making a Timely Claim will increase proportionately to the extent that fewer Class Members make a claim.

10. Class Counsel intend to submit a separate Motion for Attorney's Fees and Costs to be heard at the hearing regarding a Final Order of Approval and Settlement, to be analyzed under the standards for an award of fees and costs to a prevailing plaintiff under the percentage of the fund doctrine. While the motion will seek a percentage of the Class Fund as a fee award, subsumed within that request will be any statutory attorney's fee to which Class Counsel would be entitled under

42 U.S.C. § 1988 or Cal. Civil Code § 52.1(h). The Class Notice will advise Class Members of the Motion for Attorney's Fees and Costs and their right to object to it.

11. Defendants represent that, to the best of their knowledge, they have provided, or will provide, to the class administrator, all the electronic data in the County's possession that it is legally authorized to produce regarding Class Members and their parents/guardians necessary to both identify and contact Class Members. To the extent available, such information shall include (but not necessarily be limited to) date of birth, social security number (SSN), driver's license/state ID number, most recent contact information (address, phone and any other available contact information) and parent/guardian contact information. Any information provided may only be used to reach out to Class Members to ensure they receive the Class Notice and are aware of how to file a claim pursuant to this Agreement.

V. RELEASES AND OTHER SETTLEMENT TERMS

12. The Parties enter into this Agreement solely for the purposes of this Settlement and implementation of the Settlement. If the Settlement fails to be approved or otherwise fails consummation, then this Settlement Agreement is hereby withdrawn.

13. A SCM who complies with the requirements set forth in this Settlement Agreement and files a Timely Claim form will be paid specified sums determined by the distribution process set forth above, which payment shall be in full satisfaction of all claims of that SCM.

14. The Settlement Agreement, as of the Effective Date, resolves in full all claims against the Released Persons by all of the SCMs, including the Named Plaintiffs, involving violations of law or constitutional rights, including, without limitation, their equal protection rights under federal and California law, their rights under 42 U.S.C. § 1983 and California Civil Code § 52.1, any other rights under any other federal, state or local law, regulation, duty, or obligation, or any other legal theory, action or cause of action, which arise from either the class-wide

factual allegations alleged in the operative Complaint (“Covered Claims”), including the application of those claims to the Camps, or to any conditions of confinement, except that no claims for sexual abuse, sexual assault, rape, sexual harassment, or other sex related violations of class members’ rights are released (or compensated for) by this Settlement Agreement or any order approving it.

15. When the Settlement Agreement is final, as of the Effective Date, all SCMs, including the Named Plaintiff, waive all rights to any and all claims relating to damages or reimbursement of any kind for the Covered Claims. This waiver and release shall include a full release and waiver of unknown rights regarding the Covered Claims that may exist as of the Effective Date.

16. As of the Effective Date, the SCMs, including the Named Plaintiff, hereby waive any and all rights to pursue, initiate, prosecute, or commence any action or proceeding before any court, administrative agency or other tribunal, or to file any complaint regarding acts or omissions by the Released Persons with respect to the Covered Claims during the class period; and further, as it relates to this waiver or Release, expressly waive the provisions of California Civil Code § 1542, which provides that “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

17. This Settlement Agreement, together with its exhibits, contains all the terms and conditions agreed upon by the Parties regarding the subject matter of the instant proceeding, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Settlement Agreement shall be deemed to exist, or to bind the Parties, or to vary the terms and conditions contained herein, except as expressly provided herein.

18. Each SCM shall be deemed to have submitted to the jurisdiction of the Court.

19. This Settlement Agreement is subject to and conditioned on entry by

the Court of a Final Order of Approval and Settlement and the issuance of the final order of dismissal by the Court, providing the specified relief as set forth below, which relief shall be pursuant to the terms and conditions of this Settlement Agreement and the Parties' performance of their continuing rights and obligations hereunder. The Final Order of Approval and Settlement shall be deemed final on the Effective Date. Such Final Order of Approval and Settlement shall:

- a. Dismiss with prejudice all claims in the action as to the Released Persons including all claims for monetary damages, declaratory relief and injunctive relief, each side to bear its own costs and fees except as otherwise provided for in this Settlement Agreement;
- b. Order that all SCMs are enjoined from asserting against any Released Person any and all claims that any SCM had, has or may have in the future based on the Covered Claims;
- c. Release each Released Person from the claims that any SCM has, had or may have in the future against such Released Person arising out of the Covered Claims;
- d. Determine that this Settlement Agreement is entered into in good faith, is reasonable, fair and adequate, and in the best interest of the Class; and
- e. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Settlement Agreement, including Defendants and SCMs, to administer, supervise, construe and enforce the Settlement Agreement in accordance with its terms for the mutual benefit of all Parties.

20. The Parties will take all necessary and appropriate steps to obtain preliminary and final approvals of the Settlement Agreement, and dismissal of the action with prejudice, all Parties bearing their own fees and costs unless otherwise set forth in this Settlement Agreement. If the Court gives final approval of this Settlement Agreement, and if there is an appeal from such decision, the Parties will defend the Settlement Agreement.

VI. INCENTIVE AWARD

21. Defendants agree to an Incentive Award to Agustin Herrera of \$25,000, subject to the approval of the Court.

VII. CLASS COUNSEL FEES

22. Class Counsel will file a Motion for Attorney's Fees and Costs on a percentage of the fund basis, and the payment of said fees and costs is subject to Court approval. Class Counsel will not seek more than 30 % of the \$30 Million Class Fund as the amount of attorney's fees requested; Class Counsel may seek less but may not seek more. (This 30% cap is separate from Class Counsel's costs, i.e., Class Counsel may request up to 30% of the Class Fund plus costs.)

VIII. CLASS ADMINISTRATOR

23. Counsel for the Parties will jointly agree on the selection of the Class Administrator and, if they cannot so agree, will submit their suggestions to the Court and the Court will determine the Administrator. The Parties understand the importance of a rapid process for choosing the Class Administrator, capable of efficiently distributing the settlement funds, and are committed to reaching a joint selection as soon as practicable.

24. The Administrator shall be responsible for taking any steps deemed appropriate and necessary by Class Counsel to notify the Class Members of their rights to file claims, and to assist them in doing so. Class Notice shall be issued by regular mail, email, text message and potentially other means of electronic notice. Reminder notice will be sent by email and text and potentially other means of electronic notice at 30, 60, and 90 days past the initial notice date.

25. At 120 days past the initial notice date, the administrator will send another round of notice to individuals who have not yet responded by regular mail, email and text and potentially other means of electronic notice. This round of notice will be sent after re-skip-tracing contact information for persons who had not responded. Class Counsel may elect to have the second round of skip-tracing performed using a different database than the first round.

26. The Administrator is responsible for making reasonable efforts to determine Class Members who are now incarcerated in Los Angeles County detention facilities for juveniles and adults, as well as California state prisons. The Administrator will also propose economically viable and likely productive forms of notice through the use of social media and online advertising to the extent it is able to do so.

27. Beginning when it is first retained after the Court approves its appointment, the Administrator will begin to obtain as many Class Member email addresses and mobile phone numbers as reasonably possible, both from information in Defendants' possession and from third-party organizations that interact with persons who were incarcerated as youth to the extent they are willing to cooperate). Before the filing of the Motion for Preliminary Approval, the Administrator will advise the Parties and the Court of when the Administrator believes it can reasonably obtain available Class Member email addresses, phone numbers and mailing addresses, and the date for mailing the Class Notice shall be set with that time in mind.

28. Notice shall proceed as follows:

- 1) Initial Class Notice shall commence with email **and** text notices for all Class Members whose email addresses and/or mobile phone numbers are ascertainable (if either the email address or mobile phone number cannot be obtained, the notice will be sent via the available means).
- 2) On the same day, notice by regular mail shall be sent to all Class Members.
- 3) The Administrator will send reminder notices by email, text and potentially other means of electronic notice to all Class Members at 30, 60 and 90 days past class notice.
- 4) At 120 days after class notice, the Administrator will perform a new skip trace for any class members who have not responded

and, at 120 days past class notice, will re-send notice by email, text, potentially other means of electronic notice and regular mail. (This provides for a second round of regular mail notice).

5) At 150 days after class notice, the administrator will send a final additional round of reminder notices by email and text.

6) As indicated above, the class administrator will accept claims through 180 days after initial notice is sent.

29. The Administrator shall complete the initial Class Notice within two consecutive business days. The second day of such mailing, emailing, texting, etc. is the first day of the period for calculating the “Bar Date” (defined previously). That mailing shall occur as soon as practicable after the settlement has been Preliminarily Approved and no later than the date set by the Court.

30. The Class Notice shall describe the particulars of the case, provide the class definition, provide information for claimants to contact the Administrator for a claim form, notify Class Members of establishment of a case website, and contain other usual and customary information. The proposed Class Notice is attached to this Settlement Agreement as Exhibit B.

31. The Parties do not intend to publish Class Notice in local newspapers because experience has shown that such notice is of little value in notifying Class Members. Instead, mail, email, text notice and potentially other means of electronic notice will be supplemented through selective social media/online outreach directly targeting Class Members’ Facebook and/or Instagram accounts (and/or other social media accounts as recommended by the Administrator, including, e.g. TikTok).

32. The Defendants will obtain the cooperation of the Los Angeles County Probation Department to assist in locating Class Members, including, where Defendants believe legally permissible, or as ordered by the Court, providing more recent contact information for Class Members. The Probation Department will advise on its website of the existence of this Settlement and place a link on the website to connect viewers to the Administrator’s website. The Probation

Department will also post physical copies of the Class Notice (Exhibit “B”) in the reception areas and group or day rooms of all Los Angeles juvenile halls and camps. The Los Angeles County Sheriff’s Department will post physical copies of the Class Notice (Exhibit “B”) in the reception areas and group or day rooms of all Los Angeles County Jail facilities. The County also agrees to identify ways in which Los Angeles County Division of Children and Family Services can assist in disseminating notice to class members who are also current and/or former DCFS clients.

33. The request for bid to potential Administrators shall include requests for all such potential activities as well as suggestions for other ways of reaching potential Class Members. That request for bid shall also request economically viable proposals for means by which Class Members without bank accounts can receive payment through electronic means rather than by check. There will also be requests to nonprofits that address youth criminal justice issues to provide notice on their websites and to their mailing lists.

**IX. CLASS ADMINISTRATION FOR PROOF OF CLAIM FORMS AND
PAYMENT SCHEDULE**

34. The Administrator shall be responsible for providing and receiving Proof of Claim Forms in paper and electronic format. The Administrator shall determine Class Membership and the amount of monies due each timely claiming Class Member based on the formula contained in Section IV.

35. A Proof of Claim Form shall be deemed timely submitted under subsection (a) of Definition # 28 (“Timely Claim”) when received by the Administrator, or postmarked, on or before the Bar Date. Email filings are acceptable and timely so long as they clearly indicate the case on which the claim is filed and are received on or before the Bar Date.

36. Claim Forms received after the Bar Date shall be processed by the Administrator and paid as ultimately ordered by the Court. Based on prior experience, the parties anticipate that claims will be presented after the Bar Date.

Although the Class Notice will advise SCMs of the Bar Date, Plaintiffs' counsel will request that the Court allow claims after the Bar Date through at least the Final Approval Hearing, which the Court will be free to accept or not in its discretion. The Administrator will notify claimants of the rejection of untimely Claims after Final Approval occurs.

37. If a Class Member submits a Claim Form that is deficient in some respect, the Administrator shall provide written notice by First Class Mail, text and email, and a 30-day time limit to provide a proper Claim Form, which notice shall inform the Class Member of what she must do in order to submit a proper claim. Failure to cure the deficiency within the 30-day time limit will bar any further rights for consideration of eligibility to make a valid claim (except as provided in paragraph 38, below, providing that the parties may jointly approve late claims for good cause without court approval). So long as the original claim is received on or before the Bar Date, it shall be considered timely under sub-section (a) of Definition # 28 ("Timely Claim") if any deficiency is cured within 30 days of the mailing of a notice of deficiency.

38. The Administrator shall make payments to SCMs who have filed Timely Claims as ultimately determined by the Court in accordance with this Settlement Agreement within a reasonable time not to exceed 90 days after the Effective Date. **The parties shall have discretion to jointly approve late claims for good cause, on a case-by-case basis, at any time before funds are distributed or before the 9-month deadline for cashing checks expires, without seeking approval from the court for each late claim to be approved.**

39. If a check to an SCM is not cashed within three months of its mailing, the Administrator shall hold the funds for six additional months. Two months after the initial mailing, the claims administrator shall issue a check cashing report reflecting all uncashed checks. Three months after the initial mailing the claims administrator will skip trace contact information for persons with uncashed checks and send notice to persons with uncashed checks by email, text and mail. A second

round of notice, by text, email and mail, shall be issued at 5 months, advising that any re-issued checks must be requested within 8 months of the initial issue date and **cashed** within 9 months of the initial issue date. The Administrator shall not make any payment to any SCM until all claims have been submitted to the Administrator, and there has been a determination of whether it is finally approved, pursuant to the terms of this Settlement Agreement.

40. Where an SCM's check is not cashed within 9 months, that SCM shall be eliminated as a qualifying class member, and that SCM's past and future funds shall become part of the fund for future distribution to class members, and allocated to the remaining SCM's during a second round of payments according to the Class Damages Allocation Formula contained in ¶ 4 *supra*.

41. In the event that a check in the second round of payments (as described in the previous paragraph) is uncashed for six months, said funds will be paid to support the activities of one or more non-County organizations devoted to assisting youth in the criminal justice system. Plaintiffs' counsel will propose such organizations/activities, to which the Defendants must agree, and the agreement to which will not be unreasonably withheld by the County.

42. The \$30 Million payment shall be made within 30 days after the "Effective Date" of the Settlement, as defined in definition # 13.

X. EXCLUSION FROM SETTLEMENT CLASS—OPT OUTS

43. Any Class Member who wishes to be excluded from this Settlement must submit a request to be excluded from the class, a process defined herein as "Opt-Out." The request for exclusion must be delivered to the Administrator, or postmarked, on or before the Bar Date or as the Court may otherwise direct.

44. Named Plaintiff Agustin Herrera approves of and supports the settlement, and he has advised that he has no intent or interest in opting out.

45. Each Class Member who chooses to Opt-Out from or object to this Settlement shall be deemed to have submitted to the jurisdiction of the Court with respect to his/her claim.

46. Any Class Member who does not Opt-Out as set forth in this Settlement Agreement, shall be deemed conclusively to have become a SCM and to be bound by the Settlement Agreement and all subsequent proceedings, orders and judgments herein, regardless of whether s/he files a claim form.

47. Any Class Member who exercises an Opt-Out shall not share in any monetary benefits provided by this Settlement Agreement.

48. The Administrator will report to Defendants' counsel and Class Counsel upon receipt of any Opt-Out notice, and will determine and report to counsel the total number of Opt-Outs no later than 10 days after the Bar Date.

49. If the total number of Opt-Outs exceeds 250 individuals, Defendants, in their sole discretion, may rescind this Settlement Agreement. In exercising this right of rescission, Defendants shall provide the Administrator and Class Counsel with written notice of rescission within 20 days after receipt of the Administrator's report providing the total number of Opt-Outs. In the event Defendants exercise the right of rescission in accordance with this paragraph, any funds paid or deposited pursuant to this Settlement Agreement shall be returned to Defendants within 10 days of the rescission, less any expenses, fees and costs incurred by the Administrator. Rescission shall return the case to active litigation status.

50. Similarly, in the event that the Court denies final approval of the settlement, any funds paid or deposited pursuant to this Settlement Agreement shall be returned to Defendants within 10 days of the rescission, less any expenses, fees and costs incurred by the Administrator. Denial of final approval shall return the case to active litigation status.

XI. APPROVALS REQUIRED

51. The Los Angeles County Board of Supervisors has approved the terms of this Settlement although, after Final Approval, it will have to finally approve the Final Order of Approval and Settlement in order for this agreement to be fully effective.

XII. DISPUTE RESOLUTION

52. In the event of any disputes regarding implementation of the Settlement Agreement as set forth herein, they shall be resolved by the Court.

XIII. INTEGRATION

53. This Settlement Agreement supersedes all prior communications regarding the matters contained herein between the Parties or their representatives. This Settlement Agreement is an integrated agreement and contains the entire agreement regarding the matters herein between the Parties, and no representations, warranties or promises have been made or relied on by any party hereto other than as set forth herein. This Settlement Agreement was drafted by counsel for the Parties hereto, and there shall be no presumption or construction against any party.

XIV. FAIRNESS HEARING AND FINAL ORDER OF APPROVAL

54. Before this Settlement Agreement becomes final and binding on the Parties, the Court shall hold a Fairness Hearing to determine whether to enter the Final Order of Approval and Settlement. A proposed Final Order of Approval and Settlement shall be submitted to the Court incorporating the terms of this Settlement Agreement and addressing related information such as Objections and Opt-Outs.

XV. NO THIRD PARTY BENEFICIARIES INTENDED

55. This Settlement Agreement does not and is not intended to create any rights with respect to any third Parties, except as otherwise provided herein.

XVI. COUNTERPARTS

56. This Settlement Agreement may be signed in counterparts.

DATED: 06/28/2024 _____

Agustin Herrera

Agustin Herrera

DATED: 7/29/2024

COUNTY OF LOS ANGELES

Jonathan McCaverty
By: Jonathan McCaverty
Assistant County Counsel

DATED: 07/02/2024

MCLANE BEDNARSKI & LITT

By: *Barrett S. Litt*
Barrett S. Litt
Lindsay Battles
Attorneys for Plaintiffs

DATED: June 27, 2024

RAPKIN & ASSOCIATES, LLP

By: *Scott Rapkin*
Scott B. Rapkin
Michael S. Rapkin
Attorneys for Plaintiffs

DATED: 07/30/2024

GLASER WEIL

By: *Andy Baum*
Andrew Baum
Attorneys for Defendants

**ADDENDUM TO HERRERA V. COUNTY OF LOS ANGELES
SETTLEMENT AGREEMENT REGARDING THE SCOPE OF THE
SETTLEMENT'S RELEASE OF CLAIMS**

Notwithstanding the scope of the release set forth in the Settlement Agreement, the following claims (in addition to sexual abuse claims) are **not** released by the Settlement Agreement.

1. Any claims encompassed in a currently pending case against Los Angeles County alleging injuries incurred while the plaintiff was detained in any Los Angeles County Hall or Camp.
2. Any potential claims not currently filed alleging injury as the result of physical force incurred while the plaintiff was detained in any Los Angeles County Hall or Camp. For purposes of this provision, physical force is defined as force involving 1) physical striking of the body with any part of the striker's body (including but not limited to an arm, leg, foot or other body part); 2) physical striking of the body with an object held or controlled by the striker (including but not limited to striking with a baton or flashlight); and 3) physical striking of the body by shooting any type of projectile that strikes any part of the juvenile detainee's body (including but not limited to bean bags, tasers and pepper balls). For the avoidance of doubt, this paragraph does not apply to claims relating to the use of mechanical restraints or to purely chemical uses of force (including, but not limited to, OC/pepper spray), which are included within the scope of the release pursuant to this Settlement Agreement.
3. Potential claims not currently filed alleging injury as the result of physical force incurred while the plaintiff was detained in any Los Angeles County Hall or Camp that are not released include injury inflicted by persons other than employees of, or independent contractors with, Los Angeles (e.g., inflicted by other detainees) to the extent that Los Angeles County, its employees or third party contractors are liable for such injuries (e.g., solely by way of example, liability for failure to protect a detainee from a physical attack the risk of which was or should have been known to the juvenile facility).

DATED: March 12, 2025

AGUSTIN HERRERA

By: /s/ Agustin Herrera

DATED: 3/11/25

COUNTY OF LOS ANGELES

By: Jonathan McCaverty
Jonathan McCaverty
Assistant County Counsel

DATED: 3/12/25

MCLANE, BEDNARSKI & LITT

By: Barrett S. Litt
Barrett S. Litt
Attorneys for Plaintiffs

DATED: March 11, 2025

RAPKIN & ASSOCIATES, LLP

By: Scott Rapkin
Scott B. Rapkin
Attorneys for Plaintiffs

DATED: March 11, 2025

GLASER WEIL

By: Andrew Baum
Andrew Baum
Attorneys for Defendants