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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARCO A. GALINDO and EMMA
GULLETTE, on behalf of
themselves and all others similarly
situated,

Plaintiffs,

vs.

HOUSING AUTHORITY OF THE
CITY OF LOS ANGELES, a public
agency; DOUGLAS GUTHRIE,
President and Chief Executive Officer
of the Housing Authority of the City of
Los Angeles; and DOES 1-10,
inclusive,

Defendants.

Case No.: CV 12-2449-GW(JCGx)

CLASS ACTION

ORDER GRANTING PLAINTIFF'S
MOTIONS FOR FINAL APPROVAL
OF SETTLEMENT AGREEMENT
AND AWARD OF ATTORNEYS'
FEES AND COSTS

Date: February 26, 2015

Time: 8:30 a.m.

Courtroom:10

Assigned to: Hon. George H. Wu

1 For the reasons stated (1) in the tentative ruling on the motion for final
2 approval of settlement agreement and motion for attorneys' fees (Docket No. 261),
3 and (2) on the record at the hearing on February 26, 2015, and

4 **GOOD CAUSE APPEARING THEREFORE,**

5 **IT IS HEREBY ORDERED** that:

6 1. This Court has subject matter jurisdiction over this case pursuant to 28
7 U.S.C. § 1331 and supplemental jurisdiction pursuant to 28 U.S. C. § 1367.

8 2. A class remains certified on the federal claims in this lawsuit on behalf
9 of all persons who: (1) have resided on or since March 21, 2008, and/or will reside in
10 public housing owned by Housing Authority of the City of Los Angeles ("HACLA"),
11 and (2) have been required or will be required to pay for trash collection fees while
12 living in public housing except for any time period when the residents have chosen or
13 will choose to pay rent pursuant to the flat rent option.

14 3. A class remains certified on the state claim in this lawsuit on behalf of
15 all persons who (1) have resided on or since March 21, 2008, and/or will reside in
16 public housing owned by HACLA, and (2) have been required or will be required to
17 pay for trash collection fees while living in public housing, but excluding those
18 households whom HACLA had notified before the initiation of this lawsuit that they
19 were in material breach of the lease for non-payment of rent and (i) remain in full
20 arrears for said breach or (ii) have not repaid or entered into any repayment plan for
21 the amounts owed pursuant to said breach.

22 4. Notices to class members of the Settlement Agreement and the parties'
23 later agreement regarding the award of attorneys' fees and costs to class counsel were
24 reasonably calculated to apprise interested parties of the pendency of this action, their
25 right to object to the Settlement Agreement and the agreement on attorneys' fees and
26 costs, their right to exclude themselves from the proposed Settlement, and their right
27 to appear at the final approval (fairness) hearing, and comply fully with the
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1 requirements of Rule 23(e) of the Federal Rules of Civil Procedure and the Due
2 Process Clause of the United States Constitution.

3 5. The Court grants final approval of the Settlement Agreement
4 based on the terms set forth in the Settlement Agreement (Docket No. 236), including
5 the amendments thereto (Docket Nos. 238 and 253), and the final approval motion,
6 the contemporaneously filed Declarations of Robert D. Newman, Kyle Kveton and
7 Wyatt Lim-Tepper in support of the motion for final approval, the Declarations
8 previously filed in support of the preliminary approval motion, the arguments of
9 counsel, and all files, records, and proceedings in this matter. Copies of the
10 Settlement Agreement (less attachments) and amendments thereto are attached
11 hereto, marked respectively as Exhibits A, B and C and incorporated herein by
12 reference.

13 6. The Settlement Agreement is fundamentally fair, reasonable and
14 adequate as to class members in this lawsuit.

15 7. The parties and the Claims Administrator, Gilardi & Co. LLC, are
16 ordered to implement the terms and conditions of the Settlement Agreement.

17 8. No later than seven days after entry of this Order, the Claims
18 Administrator shall pay each class member that class member's respective portion of
19 the Net Settlement Fund in accordance with the Claims Administrator's final
20 calculations (pursuant to Paragraphs 26, 51, 52 and 55 of the Settlement Agreement).
21 The Claims Administrator shall include in these calculations the claims from class
22 members that the Class Administrator has already received but that are postmarked
23 later than the January 21, 2015 deadline if those class members were not afforded the
24 full time period to submit a claim either because: (a) the notice and claim form was
25 returned as undeliverable to the class member's original address and later mailed to a
26 different address, or (b) the class member was hospitalized for all or most of the time
27 period for submitting a claim.

1 9. No later than seven days after entry of this Order, Defendant HACLA
2 shall pay a service award of \$3,500.00 to the named Plaintiff, Marco Galindo
3 (pursuant to Paragraph 34 of the Settlement Agreement).

4 10. No later than 30 days after entry of this Order, Defendants HACLA and
5 Douglas Guthrie, HACLA's President and Chief Executive Officer, shall make
6 reasonable and economically feasible efforts to obtain permission from the
7 appropriate governing or regulatory entity to switch trash collection services from the
8 Los Angeles City Bureau of Sanitation to another company that would charge less to
9 HACLA residents for these services at the 14 public housing developments, or for
10 HACLA to directly contract for trash collection services (pursuant to Paragraph 31 of
11 the Settlement Agreement).

12 11. No later than 30 days after entry of this Order, Defendants shall assume
13 the responsibility for paying the cost of trash collection services provided by the Los
14 Angeles City Bureau of Sanitation and charged by Los Angeles City Department of
15 Water and Power ("DWP") to flat rent class members. HACLA shall pay for such
16 cost by direct reimbursement to class members who choose the flat rent option.
17 HACLA shall continue to do so for as long as: (1) the class member(s) continue(s) to
18 choose the flat rent option while residing in a HACLA residence; (2) the class
19 member(s) is (are) charged for trash collection services by DWP; and (3) HACLA is
20 required to provide trash collection services to the class members pursuant to its
21 standard public housing lease with its Residents (pursuant to Paragraph 32 of the
22 Settlement Agreement).

23 12. If in the future HACLA intends to implement any changes relating to the
24 monthly utility allowances for trash collection services, Defendants shall give written
25 notice to class members for the federal claims and class counsel at least 60 days in
26 advance of implementing those changes (pursuant to Paragraph 33 of the Settlement
27 Agreement).

1 13. The Court approves the award of \$1,250,000.00 in attorneys' fees and
2 costs to class counsel based on the terms set forth in the amended motion (Docket No.
3 258), the Declarations of Robert D. Newman, Navneet Grewal, Richard A.
4 Rothschild, Tiffany M. Ikeda, Jennifer A. Sklenar, Gladys La Torre, James R. Grow,
5 Grace A. Carter, Richard Drooyan, David Elson, Marvin E. Krakow, James C.
6 Martin, Carol A. Sobel, Dan Stormer, Lois D. Thompson and Wyatt Lim-Tepper filed
7 in support of the original motion and the amended motion, the arguments of counsel,
8 and all files, records, and proceedings in this matter. The Court approves the full
9 amount agreed upon by the parties given the amount of work and resources devoted
10 to this case, the substantial recovery garnered by way of the Settlement Agreement
11 and the quality of Plaintiff's counsel's efforts and given that the amount is
12 significantly below the lodestar amount originally sought by Plaintiff's counsel.

13 14. Defendant HACLA shall pay \$800,000.00 to class counsel no later than
14 10 days after entry of this Order. Defendant HACLA shall pay the remaining
15 \$450,000.00 to class counsel no later than March 31, 2016.

16 15. Gilardi & Co. shall be paid a total of \$85,000.00 for all its work related
17 to administering the Settlement Agreement. An interim payment of \$67,119.72 is
18 hereby approved. The remaining amount shall be paid to Gilardi & Co. at the
19 conclusion of this lawsuit.

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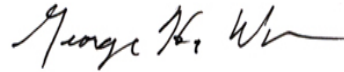
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1 16. The Court shall retain jurisdiction for purposes of resolving any dispute
2 arising under or relating to the interpretation, administration, implementation,
3 effectuation, and enforcement of this Settlement Agreement, and shall order
4 dismissal with prejudice of this action 225 days after the entry of this Order (pursuant
5 to Paragraphs 64 and 79 of the Settlement Agreement).

6 **IT IS SO ORDERED.**

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8 Dated: March 5, 2015



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10 HONORABLE GEORGE H. WU
11 UNITED STATES DISTRICT JUDGE
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