

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

### I. RECITALS

1.1 PARTIES: The parties to this Mutual Release and Settlement Agreement are as follows:

- (a) Juan Jauregui (“Plaintiff”);
- (b) V. Jesse Smith (“Plaintiff”);
- (c) Nigel Holly (“Plaintiff”); and
- (d) City of Palmdale (“Defendant”).

1.2 Plaintiffs are residents of, and registered voters in, the City of Palmdale.

1.3 Defendant is a municipal corporation, duly incorporated and existing under the Constitution and laws of the State of California.

1.4 On or about April 18, 2012, Plaintiff Jauregui filed a complaint for injunctive and declaratory relief against Defendant in the Los Angeles County Superior Court (Docket No. BC 483039). A first amended complaint was filed on March 28, 2013, adding V. Jesse Smith and Nigel Holly as Plaintiffs.

1.5 The first amended complaint alleges, *inter alia*, that Defendant violated the California Voting Rights Act (“CVRA”) by electing its City Councilmembers at-large. Plaintiffs alleged that the at-large method of election had the effect of diluting the voting power of protected classes of voters, as defined under the California Voting Rights Act.

1.6 Defendant denied all the material substantive allegations of the complaint and the first amended complaint, denied any liability thereunder, alleged a number of affirmative defenses, and denied that Plaintiffs were or are entitled to injunctive relief under the CVRA.

1.7 The case was tried to the court (Hon . Mark V. Mooney, judge presiding) on May 6, 7, 8, 9, 10, 13, 14, and 15, 2013. On August 27, 2013, the trial court issued a Statement of Decision, finding Defendant liable for violation of the CVRA.

- 1.8 On October 9, 15, and 16, 2013, the trial court heard additional testimony and argument and received additional evidence regarding possible remedies in the case. On December 23, 2013, the trial court issued its Final Statement of Decision regarding remedies and also entered a judgment in the case. In substance, the judgment prohibited the Defendant from conducting any further at-large elections for the City Council and instead commanded the Defendant to conduct elections for members of the City Council according to a by-district system, and set forth the district boundaries to be used. Defendant filed a timely appeal from the judgment on January 8, 2014 (Court of Appeal Docket No. B253713). That appeal has been briefed and is awaiting assignment of a date for oral argument in the Court of Appeal for the Second Appellate District, Division Five.
- 1.9 Subsequent to entry of judgment, Plaintiffs filed motions for an award of attorneys' fees, pursuant to the CVRA, Elections Code Section 14029. On June 6, 2014, the Court granted Plaintiffs' first motion, and awarded Plaintiffs the aggregate sum of \$3,563,259.06 in attorney's fees and costs. The award of attorney's fees was later corrected by the trial court, *nunc pro tunc*, to allow an additional award to Plaintiffs of \$59,260.00 in attorney's fees. Defendant filed a timely appeal from the award of attorney's fees and costs on August 18, 2014 (Court of Appeal Docket No. B258262). That appeal has been briefed and is awaiting assignment of a date for oral argument in the Court of Appeal for the Second Appellate District, Division Five. Plaintiffs also filed a second motion for an award of attorneys' fees for time expended between March 12, 2014 and October 14, 2014. The Court granted that motion, and awarded Plaintiffs the sum of \$656,983.50. A "Notice of Entry" of judgment regarding that second attorneys' fees award has not been served therefore the time to appeal that award has not yet run. Plaintiffs have also been awarded \$2,732.80 in costs on appeal.
- 1.10 Because of the uncertainty and heavy costs of the litigation and because of the possible exposure of the parties to further or additional awards of attorneys' fees following determination of the several pending appeals, and a desire to achieve finality and certainty on issues of public importance relating to the system of election for members of the City Council, it is now the mutual desire of the parties hereto to compromise and settle all of the claims and disputes among themselves and to end the litigation referred to above, and to resolve without further litigation all claims, allegations, contentions, and possible causes of action among the parties without any

concession or admission by any party that the contentions of the other parties are correct.

- 1.11 The parties hereto, and each of them, believe that the settlement and release contained herein constitutes a fair, reasonable, equitable and good faith settlement of their respective claims, contentions, and disputes.

## II. **RELEASE AND SETTLEMENT**

2.1 In lieu of payment of fees and costs awarded by the Court, Defendant, City of Palmdale, shall pay Plaintiffs, Juan Jauregui, V. Jesse Smith, and Nigel Holly, the aggregate sum of \$4.5 million, plus interest on the unpaid balance at the rate of 7 percent per annum, simple, from and after January 9, 2015 through no later than May 21, 2015, after which accrual of interest shall cease. Thereafter, interest will recommence if payment is not made to Plaintiffs' attorneys within 15 days of entry of the Stipulated Amended Judgment described in paragraph 2.5 below.

2.2 Within 15 days after entry of the Stipulated Amended Judgment described in paragraph 2.5 below, Defendant shall pay to Plaintiffs the amounts specified in section 2.1, in full, including accrued interest as set forth in 2.1, by wire transfer or check drawn on an American bank, payable to "Shenkman & Hughes Client Trust Account and the R. Rex Parris Law Firm" and sent to the law firm of Shenkman & Hughes at 28905 Wight Road, Malibu, California 90265. The payment shall be in full satisfaction of any and all claims for attorneys' fees, costs, and expenses by a plaintiff, plaintiffs, or his/her/their attorney or attorneys.

2.3 Within 30 days after entry of the Stipulated Amended Judgment described in paragraph 2.5 below, Defendant will give notice of public hearings pursuant to, and in compliance with, Elections Code Section 10010.

2.4 Within 90 days after entry of the Stipulated Amended Judgment described in paragraph 2.5 below, Defendant shall, by ordinance, adopt the districting map for election of the City Council approved by the Los Angeles Superior Court.

2.5 Promptly after this Mutual Release and Settlement Agreement is fully executed by all parties, Plaintiffs and Defendant shall jointly apply to the Court of Appeal for a stipulated order modifying the judgment ("Stipulated Amended

Judgment”), in the form attached hereto as Exhibit A. Plaintiffs will fully cooperate with City in securing entry of the Stipulated Amended Judgment, including, but not limited to, filing any necessary motions.

2.6 The parties agree that entry of the Stipulated Amended Judgment shall end all litigation between the parties. All appeals in the case shall be dismissed within 15 days after entry of the Stipulated Amended Judgment by the Court of Appeal.

2.7 In the event the Court of Appeal refuses or declines to issue the Stipulated Amended Judgment described in paragraph 2.5, this entire agreement shall be deemed voidable at the option of any party.

2.8 Not later than 60 days after entry of the Stipulated Amended Judgment described in paragraph 2.5, the City shall request, and use best efforts to obtain consent from, the Los Angeles County Board of Supervisors for consolidation of the November 2016 City Council election to be held with the statewide general election in November 2016.

2.9 If the County of Los Angeles declines or refuses to approve consolidation of the City Council election in November 2016, the City shall conduct a concurrent election. The City will also renew its request for consolidation of each City Council election thereafter unless and until approval of consolidation by the County of Los Angeles. However, the City is not obligated to sue the County of Los Angeles seeking a judgment for consolidation of the elections.

2.10 If the County of Los Angeles objects, through a legal action, to the rescheduling of City Council elections to be held concurrently with statewide general elections, the City will defend the action. Plaintiffs will cooperate, as requested by the City, in the defense of such legal action.

2.11 All four Palmdale City Council positions shall be up for election in November 2016. Defendant may establish a method of staggering terms for its City Council following the November 2016 election, consistent with applicable law.

2.12 Upon entry of the Stipulated Amended Judgment, Defendant may certify the results of the November 4, 2013, City Council election.

2.13 In consideration of the agreements and provisions contained in this Mutual Release and Settlement Agreement, each of the parties hereto does hereby forever and fully release, acquit, and discharge each other and their respective officers, directors, stockholders, partners, employees, agents, representative, successors, heirs, assigns, affiliates, and attorneys, and each of them, of and from any and all claims, demands, liabilities, loss, costs, damages, expenses, debts, accounts, controversies, agreements, attorneys' fees, costs, and expenses of whatever nature, claims for indemnity, and causes of action whatsoever, of whatever kind or nature, known or unknown, suspected or unsuspected, actual or contingent, which any party has had or claimed to have had, or may now have or claim to have, and any future injuries not now known, or which may later develop or be discovered, including the effects or consequences thereof, and all causes of action therefore, arising from or in any way related to the Plaintiffs' first amended complaint (Los Angeles County Superior Court Docket No. BC 483039), or the subject matter thereof, or any other litigation to which the parties hereto are parties, or any matter, fact, or transaction whatsoever occurring prior to the date of this agreement.

2.14 Each of the parties agrees that this Mutual Release and Settlement Agreement shall apply to all unknown or unanticipated results of the matters, claims, and controversies specified herein, as well as those known and anticipated, and, upon advice of legal counsel, each party hereto does hereby waive any and all rights under California Civil Code Section 1542, which section has been explained and provides as follows:

“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.”

2.15 This Mutual Release and Settlement Agreement is the result of a compromise of disputed claims between the parties and shall never at any time or for any purpose be considered as an admission of liability or responsibility on the part of any party, or as a concession to the truth of any claim, allegation, or statement of fact which is the subject of the matters, claims, and controversies specified herein.

2.16 The advice of legal counsel has been obtained by each of the parties prior to the execution of this Mutual Release and Settlement Agreement. Each of the parties hereby executes this Mutual Release and Settlement Agreement voluntarily and with full knowledge of its significance and with the express intention of

effecting the extinguishment of any and all obligations, liabilities, or claims arising out of the matters, claims, and controversies specified herein.

2.17 The parties hereto, and each of them, do hereby expressly assume the risk of any mistake of fact and the risk that the true facts might be other or different from facts now known or believed to exist, and it is the express intention of each of the parties hereto forever to settle, adjust, and compromise any and all disputes between them, and without regard to who may or may not have been correct in their respective understandings of the facts or the law relating thereto. Upon the execution of this agreement, each party shall bear his/her/their/its own attorneys' fees, costs and expenses, except as otherwise provided herein.

2.18 Each of the parties has made such investigation of the facts and the law pertaining to the matters described herein and to the terms of this Mutual Release and Settlement Agreement as he or it deems necessary, and none of the parties has relied nor does rely on any promise or representation made by any of the other parties with respect to any such matters.

2.19 In making and executing this Mutual Release and Settlement Agreement, the parties hereto, and each of them, do not rely and have not relied upon any statement or representation, oral or written, made by any of the other parties to this Mutual Release and Settlement Agreement with regard to any of the facts involved in any dispute or possible dispute between or among any of the parties hereto, or with regard to the advisability of making and executing this Agreement.

2.20 Each of the parties hereto represents and warrants that no portion of any claim, right, demand, action, or cause of action which it has or might have arising out of the matters, claims, and controversies specified herein, nor any portion of any recovery or settlement to which each party might be entitled has been assigned or transferred to any other person, firm, or corporation not a party to this release, in any manner, including by way of subrogation or operation of law or otherwise. In the event that any claim, demand, or suit should be made or instituted against any party or parties because of any such purported assignment, subrogation, or transfer, the party or parties from whom such purported assignment, subrogation, or transfer was alleged to have originated or occurred agrees to indemnify and hold harmless the other party or parties against such claim, suit, or demand, including the payment of all reasonable and necessary expenses of investigation, attorneys' fees, and costs.

2.21 (a) Each of the parties has read and understands the contents of this Mutual Release and Settlement Agreement.

(b) This Mutual Release and Settlement Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors, and assigns of the respective parties hereto and to any parent, subsidiary, or affiliated entity of each of such parties.

(c) Each of the parties to this agreement and their respective attorneys, hereby represent, warrant, and agree, each to the other, that they have full power and authority to execute this Mutual Release and Settlement Agreement, to file a dismissal of an appeal, to file a full satisfaction of judgment, to abandon an appeal with prejudice, to pay any sums provided for herein, to bring on any motion provided for herein, and to do any and all other things reasonably required to effectuate the terms of this Mutual Release and Settlement Agreement.

(e) In the event that any of the parties hereto should bring any action, suit, or proceeding against any of the parties hereto to enforce or interpret this Mutual Release and Settlement Agreement, the prevailing party in such action, suit, or proceedings shall be entitled to recover from the other party his or its attorneys' fees and costs in connection therewith, including reasonable attorneys' fees and costs relating to any and all appeals or petitions taken with respect to any such action or proceeding.

2.22 This Mutual Release and Settlement Agreement may be executed in counterparts and shall not become effective until all parties required to execute this Mutual Release and Settlement Agreement have done so.

2.23 The Court shall retain jurisdiction to enforce the terms of this Settlement Agreement, pursuant to Code of Civil Procedure Section 664.6, and the Stipulated Amended Judgment.

2.24 This Settlement Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement executed by all of the Parties.

WHEREFORE, the parties hereto have executed this mutual release and settlement agreement on the dates set forth opposite their respective signatures.

Dated:

\_\_\_\_\_  
Juan Jauregui

Dated:

\_\_\_\_\_  
V. Jesse Smith

Dated:

\_\_\_\_\_  
Nigel Holly

Dated:

CITY OF PALMDALE

By:\_\_\_\_\_

APPROVED AS TO FORM AND CONTENT

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## EXHIBIT A

IN THE  
**Court of Appeal**  
STATE OF CALIFORNIA  
SECOND APPELLATE DISTRICT  
DIVISION FIVE

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**JUAN JAUREGUI, et al.,**  
*Plaintiffs and Respondents,*

vs.

**CITY OF PALMDALE,**  
*Defendant and Appellant.*

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Honorable Mark V. Mooney, Judge (Dept. 68)  
Superior Court of Los Angeles  
L.A.S.C No. BC483039

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**STIPULATION FOR ORDER MODIFYING JUDGMENT**

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CITY OF PALMDALE

**IT IS HEREBY STIPULATED**, by and between the plaintiffs, Juan Jauregui, V. Jesse Smith, and Nigel Holly, and the defendant, City of Palmdale, through their respective attorneys of record, pursuant to a settlement agreement, that the judgments and orders rendered in the trial court, from which the defendant has appealed, may be modified as follows:

“This cause came on for trial pursuant to notice and order of the Court on May 6, 2013, in Department 68 of the Los Angeles Superior Court, Hon. Mark V. Mooney, judge presiding. The trial concluded on May 15, 2013. Plaintiffs, Juan Jauregui, V. Jesse Smith and Nigel Holly, appeared through their attorneys of record: Kevin I. Shenkman and John L. Jones II of Shenkman & Hughes; R. Rex Parris and Brendan Gilbert of the R. Rex Parris Law Firm; and Milton Grimes and Iverson Jackson of the Law Offices of Milton C. Grimes. Defendant, City of Palmdale, California, appeared through its attorneys of record: Mitchell Abbott, Julie Hamill and Aaron O’Dell of Richards, Watson & Gershon LLP.

At the conclusion of the trial on May 15, 2013, the parties submitted briefing in lieu of closing statements. On July 23, 2013, this Court issued its Proposed and Tentative Statement of Decision, finding in favor of Plaintiffs. Defendant objected to the Proposed and Tentative Statement of Decision. On August 27, 2013, this Court issued its Final Statement of Decision on the issue of liability, finding in favor of Plaintiffs, and directing the parties to address proposed remedies at a hearing on September 20, 2013. Further evidence, testimony and arguments were taken at hearings on September 20, September 30, October 9, October 15, and October 16, 2013. At those hearings, in addition to the counsel who appeared at the May 6-15, 2013 trial, Marguerite Leoni and Christopher Skinnell of Nielsen Merksamer Parrinello Gross & Leoni LLP appeared on behalf of Defendant. At the September 30, 2013 hearing, having previously found that Defendant’s at-large

elections for its City Council are unlawful, the trial Court enjoined Defendant from holding any further at-large elections for its City Council, specifically prohibiting the tabulation of any votes from any such election and also prohibiting the certification of any results of any such election.

On November 27, 2013, this Court issued a further Tentative and Proposed Statement of Decision Re: Remedies and Order Thereon, detailing the remedial measures the trial Court found to be appropriate to address Defendant's violation of the California Voting Rights Act ("CVRA"). The November 27, 2013 Statement of Decision also directed Plaintiffs to prepare a proposed judgment for this Court. Defendant filed objections to that Tentative and Proposed Statement of Decision on December 12, 2013. This court fully considered those objections, and subsequently entered its Final Statement of Decision Regarding Remedies and Order Thereon on December 23, 2013.

After hearing and considering all of the testimony, evidence and arguments presented, and having issued its Statements of Decision, the trial Court entered its Judgment in the above-captioned case on December 23, 2013.

The Court finds as follows:

1. Plaintiffs Juan Jauregui, V. Jesse Smith and Nigel Holly, are each registered to vote, and each resides within the City of Palmdale, California. Each is a member of a "protected class" as that term is defined in California Elections Code Section 14026.

2. Defendant is a political subdivision as that term is defined in California Elections Code Section 14026. The governing body of Defendant is the City Council of Palmdale, California. The City Council of Palmdale, California is elected by an "at large method of election" as that term is defined in California Elections Code Section 14026.

3. Plaintiffs have demonstrated that elections in Palmdale are consistently and significantly characterized by “racially-polarized voting” as that term is defined in California Elections Code Section 14026.

- As the experts for both sides confirmed at trial, racially-polarized voting occurred in each contested election for Palmdale City Council and/or Mayor dating back to at least 2000. Throughout that same time period, only one Latino candidate was elected to the Palmdale City Council, and no African American candidates were elected to the Palmdale City Council, although Latino and/or African American candidates ran in most of those same elections. No Latino or African American has ever been elected Mayor of Palmdale. Furthermore, in those same elections, no candidates preferred by African American voters, and only one candidate preferred by Latino voters, have been elected. (Trial Transcript 5/7/13 190:19 – 190:24, 191:13 – 191:26; Trial Transcript 5/13/13 837:23 – 838:22; Trial Exhibit 55).
- The experts for both sides also examined elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class, for example Propositions 187 (1994), 209 (1996) and 227 (1998). In these elections too, the experts for both sides found racially-polarized voting. (Trial Exhibits 51 and 55; Trial Transcript 5/7/13 201:19 – 202:8).
- Though not necessary to show a CVRA violation, Plaintiffs have also demonstrated other factors supporting the finding of a violation of the CVRA, pursuant to Elections Code section 14028(e), including a history of discrimination in Palmdale; the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections (for example, holding council elections in

odd-numbered years when turnout among Latinos and African Americans is typically depressed relative to that of Non-Hispanic Whites); a denial of access to those processes determining which groups of candidates will receive financial or other support in a given election; that Latinos and African Americans in Palmdale bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process; and the use of overt or subtle racial appeals in political campaigns. (Trial Exhibits 24, 40; Trial Transcript 5/7/13 204:14 – 205:4; Trial Transcript 5/8/13 350:2 – 350:13, 351:19 – 352:7, 363:23 – 366:26, 379:14 – 379:26, 386:2 – 388:9, 390:24 – 392:9, 394:23 – 398:24, 401:9 – 403:15; Trial Transcript 5/9/13 513:22 – 513:27).

5. Though not necessary to show a CVRA violation, Plaintiffs have also demonstrated that one or two majority Latino districts (by citizen-voting-age-population), out of either four or five districts, may be drawn in a compact and contiguous fashion, with equal populations in each district, in the City of Palmdale. Defendant's expert also presented a district plan that included a Latino-majority district. The Court has considered this in determining an appropriate remedy, pursuant to Elections Code section 14028(c).

6. In the face of racially polarized voting patterns of the Palmdale electorate, Defendant has imposed an at-large method of election in a manner that impairs the ability of Latinos and African Americans to elect candidates of their respective choice and their respective ability to influence the outcome of an election, as a result of the dilution or the abridgment of the rights of Latino and African American voters.



7. The City of Palmdale adopted a charter in 2009. That charter does not require that Palmdale's city council members be elected at-large. In 1986, when Palmdale was a general law city and before the enactment of the CVRA, the City of Palmdale adopted an ordinance specifying that its city council be elected through at-large elections, though that ordinance does not specify the particulars of such at-large elections, i.e. the ordinance does not prohibit cumulative voting or limited voting.

8. The CVRA addresses a statewide concern, namely racially discriminatory at-large elections that result in vote dilution, and is narrowly tailored to address that statewide concern. The CVRA was enacted to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution. The power of charter cities regarding city elections is not absolute. The State of California has a legitimate interest in protecting the voting rights of its citizens, and preventing racially discriminatory elections that result in minority vote dilution. The CVRA prohibits only those at-large elections that are racially discriminatory in that they result in minority vote dilution.

9. The CVRA does not require the imposition of district-based elections. The Court considered both cumulative voting and limited voting as potential remedies to Defendant's violation of the CVRA. The parties presented these at-large alternatives for the Court's consideration, but both Plaintiffs and Defendant agreed that the most appropriate remedy would indeed be a district-based remedy. The Court therefore finds that the imposition of district-based elections is an appropriate remedy to address the effects of the established history of racially-polarized voting.

10. Though the mayor of Palmdale votes on matters before the Palmdale City Council, the mayor of Palmdale is a separately elected office. The Palmdale City Council is made up of four council members.

11. During the remedy phase of the trial, Defendant's expert presented a district plan. It was not voted on by the Palmdale City Council, nor was it presented at a public hearing of the Palmdale City Council. That district plan included one majority-Latino district.

12. State Highway 14 runs north/south and bisects the City of Palmdale. State Highway 14 is not only a physical divide, but also serves as a social and psychological divide. The residents of Palmdale west of State Highway 14 are generally wealthier than those residing east of State Highway 14. The proportion of Latino and African American residents is greater in the portion of Palmdale east of State Highway 14 than in the portion lying west of State Highway 14.

13. Districts drawn to remedy a violation of the CVRA should be nearly equal in population, and should not be drawn in a manner that may violate the federal Voting Rights Act. Other factors may also be considered -- the topography, geography and communities of interest of the city should be respected, and the districts should be cohesive, contiguous and compact. *See* Elections Code Section 21620.

14. Districts drawn to remedy a violation of the CVRA should not be drawn to protect current incumbents. Incumbency protection is generally disfavored in California. *See* California Constitution Art. XXI Section 2(e). The place of residence of incumbents or political candidates is not one of the considerations listed in Section 21620 of the Elections Code.

15. It is apparent that the residence of the incumbent members of the Palmdale City Council was considered in developing the district plan presented by Defendant's expert. Furthermore, Defendant's expert explained that a goal of his district plan was to diminish the perceived east/west division between the citizens of Palmdale (divided by State Highway 14), but that is not an appropriate factor to consider in establishing districts to remedy a violation of the CVRA. Rather,

courts fashioning remedial plans are charged with fashioning a remedy tailored to address the history of vote dilution caused by the combination of at-large elections and racially polarized voting, not to attempt to foster future community solidarity.

16. Of the plans presented to this Court, the four-district plan prepared by Plaintiffs' expert, David Ely, (designated Plaintiff's Exhibit 103 and attached hereto as Exhibit A) would best remedy the vote dilution demonstrated at trial. Implementation of that district plan would result in two majority-Latino districts. The districts are appropriately compact, cohesive and of nearly equal population. Moreover, that district plan properly takes into consideration the factors of topography, geography, cohesiveness, contiguity and compactness of territory, and community of interest of the districts.

17. The current members of the Palmdale City Council were elected through unlawful elections.

18. The citizens of the City of Palmdale deserve to have a lawfully elected city council as soon as is practical. The citizens of the City of Palmdale are entitled to have a council that truly represents all members of the community. Latino and African American citizens of Palmdale, like all other citizens of Palmdale, deserve to have their voices heard in the operation of their city. This can only be accomplished if all members of the city council are lawfully elected. To permit some members of the council to remain who obtained their office through an unlawful election may be a necessary and appropriate interim remedy but will not cure the clear violation of the CVRA.

19. There is a correlation between off year elections (e.g. Palmdale's odd-numbered year elections) and low voter turnout. Low voter turnout in Palmdale adversely affects the chances of electing those candidates who are preferred by minority voters.

**THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that Defendant has violated the California Voting Rights Act (California Elections Code Sections 14025 – 14032).

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant's plurality at-large elections for its City Council violate Elections Code Sections 14027 and 14028.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant is permanently enjoined from imposing, applying, holding, tabulating, and/or certifying any further at-large elections, and/or the results thereof, for any positions on its City Council, other than for the position of mayor.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Defendant is permanently enjoined from imposing, applying, holding, tabulating, and/or certifying any elections, and/or the results thereof, for any positions on its City Council, except an election in conformity with this judgment.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all further elections, from the date of entry of this judgment to the next decennial redistricting cycle in 2021, for any seats on the Palmdale City Council, shall be district-based elections, as defined by the California Voting Rights Act, in accordance with the map attached hereto as Exhibit A. The metes and bounds of each district, as depicted in the map attached as Exhibit A, are described using TIGER line segments (used to define census block geography) as follows:

District #1

The region bounded and described as follows: Beginning at the point of intersection of City Boundary and E Ave P-8, and proceeding southerly along City Boundary to 30th St E, and proceeding southerly along 30th St E to E Ave R, and proceeding westerly along E Ave R to 17th St E, and proceeding northerly along

17th St E to E Palmdale Blvd, and proceeding westerly along E Palmdale Blvd to 12th St E, and proceeding southerly along 12th St E to E Ave R, and proceeding westerly along E Ave R to 10th St E, and proceeding southerly along 10th St E to E Ave S, and proceeding easterly along E Ave S to Palmdale Siding 2 RR, and proceeding easterly along Palmdale Siding 2 RR to Southern Pacific RR, and proceeding easterly along Southern Pacific RR to JOJOBA TER, and proceeding southerly along JOJOBA TER to 30th St E, and proceeding southerly along 30th St E to 30TH ST E, and proceeding northerly along 30TH ST E to Jojoba Ter, and proceeding easterly along Jojoba Ter to 33rd St E, and proceeding southerly along 33rd St E to Conestoga Canyon Rd, and proceeding easterly along Conestoga Canyon Rd to Jenna Ln, and proceeding southerly along Jenna Ln to Purple Sage Ln, and proceeding westerly along Purple Sage Ln to 33rd St E, and proceeding southerly along 33rd St E to Pearblossom Hwy, and proceeding easterly along Pearblossom Hwy to City Boundary, and proceeding southerly along City Boundary to TLID:627483510, and proceeding northerly along TLID:627483510 to TLID:142830567, and proceeding northerly along TLID:142830567 to TLID:241215263, and proceeding easterly along TLID:241215263 to TLID:241215641, and proceeding easterly along TLID:241215641 to TLID:241208656, and proceeding northerly along TLID:241208656 to TLID:142833675, and proceeding northerly along TLID:142833675 to TLID:141864761, and proceeding northerly along TLID:141864761 to TLID:142705412, and proceeding northerly along TLID:142705412 to TLID:142705411, and proceeding northerly along TLID:142705411 to TLID:142705409, and proceeding northerly along TLID:142705409 to W City Ranch Rd, and proceeding easterly along W City Ranch Rd to TLID:141845802, and proceeding easterly along TLID:141845802 to TLID:141845803, and proceeding easterly along TLID:141845803 to TLID:241112777, and proceeding

easterly along TLID:241112777 to TLID:241112778, and proceeding easterly along TLID:241112778 to TLID:141848619, and proceeding easterly along TLID:141848619 to TLID:141848620, and proceeding easterly along TLID:141848620 to TLID:142671550, and proceeding easterly along TLID:142671550 to TLID:241249396, and proceeding easterly along TLID:241249396 to TLID:142829748, and proceeding easterly along TLID:142829748 to TLID:141857328, and proceeding easterly along TLID:141857328 to Tierra Subida Ave, and proceeding northerly along Tierra Subida Ave to W Palmdale Blvd, and proceeding easterly along W Palmdale Blvd to W Ave Q, and proceeding easterly along W Ave Q to E Ave Q, and proceeding easterly along E Ave Q to Carolside Ave, and proceeding southerly along Carolside Ave to E Ave Q, and proceeding easterly along E Ave Q to 3rd St E, and proceeding northerly along 3rd St E to E Ave Q, and proceeding easterly along E Ave Q to City Boundary, and proceeding easterly along City Boundary to E Ave Q, and proceeding easterly along E Ave Q to City Boundary, and proceeding easterly along City Boundary to E Ave P-8, and proceeding easterly along E Ave P-8 to the point of beginning.

## District #2

The region bounded and described as follows: 1. Beginning at the point of intersection of City Boundary and TLID:627483510, and proceeding easterly along City Boundary to 50th St E, and proceeding southerly along 50th St E to City Boundary, and proceeding westerly along City Boundary to E Ave P-8, and proceeding westerly along E Ave P-8 to City Boundary, and proceeding westerly along City Boundary to E Ave Q, and proceeding westerly along E Ave Q to City Boundary, and proceeding westerly along City Boundary to E Ave Q, and proceeding westerly along E Ave Q to 3rd St E, and proceeding southerly along

3rd St E to E Ave Q, and proceeding westerly along E Ave Q to Carolside Ave, and proceeding northerly along Carolside Ave to E Ave Q, and proceeding westerly along E Ave Q to W Ave Q, and proceeding westerly along W Ave Q to W Palmdale Blvd, and proceeding westerly along W Palmdale Blvd to Tierra Subida Ave, and proceeding southerly along Tierra Subida Ave to TLID:141857328, and proceeding westerly along TLID:141857328 to TLID:142829748, and proceeding westerly along TLID:142829748 to TLID:241249396, and proceeding westerly along TLID:241249396 to TLID:142671550, and proceeding westerly along TLID:142671550 to TLID:141848620, and proceeding westerly along TLID:141848620 to TLID:141848619, and proceeding westerly along TLID:141848619 to TLID:241112778, and proceeding westerly along TLID:241112778 to TLID:241112777, and proceeding westerly along TLID:241112777 to TLID:141845803, and proceeding westerly along TLID:141845803 to TLID:141845802, and proceeding westerly along TLID:141845802 to W City Ranch Rd, and proceeding westerly along W City Ranch Rd to TLID:142705409, and proceeding southerly along TLID:142705409 to TLID:142705412, and proceeding southerly along TLID:142705412 to TLID:141864761, and proceeding southerly along TLID:141864761 to TLID:142833675, and proceeding southerly along TLID:142833675 to TLID:241208656, and proceeding southerly along TLID:241208656 to TLID:241215641, and proceeding westerly along TLID:241215641 to TLID:241215263, and proceeding westerly along TLID:241215263 to TLID:142830567, and proceeding southerly along TLID:142830567 to TLID:627483510, and proceeding southerly along TLID:627483510 to the point of beginning.

### District #3

The region bounded and described as follows: Beginning at the point of intersection of 17th St E and E Palmdale Blvd, and proceeding southerly along 17th St E to E Ave R, and proceeding easterly along E Ave R to 45th St E, and proceeding southerly along 45th St E to Southern Pacific RR, and proceeding easterly along Southern Pacific RR to 47th St E, and proceeding southerly along 47th St E to City Boundary, and proceeding westerly along City Boundary to Pearblossom Hwy, and proceeding westerly along Pearblossom Hwy to 33rd St E, and proceeding northerly along 33rd St E to Purple Sage Ln, and proceeding easterly along Purple Sage Ln to Jenna Ln, and proceeding northerly along Jenna Ln to Conestoga Canyon Rd, and proceeding westerly along Conestoga Canyon Rd to 33rd St E, and proceeding northerly along 33rd St E to Jojoba Ter, and proceeding westerly along Jojoba Ter to 30th St E, and proceeding southerly along 30th St E to JOJOBA TER, and proceeding northerly along JOJOBA TER to Southern Pacific RR, and proceeding westerly along Southern Pacific RR to Palmdale Siding 2 RR, and proceeding westerly along Palmdale Siding 2 RR to E Ave S, and proceeding westerly along E Ave S to 10th St E, and proceeding northerly along 10th St E to E Ave R, and proceeding easterly along E Ave R to 12th St E, and proceeding northerly along 12th St E to E Palmdale Blvd, and proceeding easterly along E Palmdale Blvd to the point of beginning.

### District #4

The region bounded and described as follows: Beginning at the point of intersection of City Boundary and 50th St E, and proceeding easterly along City Boundary to 47<sup>th</sup> St E, and proceeding northerly along 47th St E to Southern Pacific RR, and proceeding westerly along Southern Pacific RR to 45th St E, and proceeding northerly along 45th St E to E Ave R, and proceeding westerly along E



Ave R to 30th St E, and proceeding northerly along 30th St E to City Boundary, and proceeding easterly along City Boundary to 50th St E, and proceeding northerly along 50th St E to the point of beginning.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all further regular elections for the Palmdale City Council and/or Mayor shall be held in November of even years, coinciding with the general statewide and/or national elections (Presidential or Gubernatorial) with the first such election occurring in November 2016.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any person, other than a person who has been duly elected to the Palmdale City Council through a district-based election in conformity with this judgment, is prohibited from serving on the Palmdale City Council after December 31, 2016. This prohibition does not apply to the mayor of Palmdale, and also does not apply to the filling of a vacancy on the Palmdale City Council by appointment or special election, which must nonetheless be a district-based election, as provided for by law.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the districts used for elections of Palmdale's City Council shall be adjusted upon each decennial redistricting cycle beginning in 2021, in compliance with Elections Code Sections 21620 and 21621 and the federal Voting Rights Act.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this modified judgment supersedes the preliminary injunction entered by the Court on September 30, 2013, the Judgment entered by the trial court on December 23, 2013, any and all awards of costs or attorneys' fees and vacates any and all preliminary or interim relief granted thereunder as moot. Defendant may certify the results of the November 5, 2013 for the Palmdale City Council.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that within thirty (30) days after entry of the Stipulated Amended Judgment, Defendant City of Palmdale shall give notice of public hearings pursuant to, and in compliance with, elections Code Section 10010.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that within ninety (90) days after entry of Stipulated Amended Judgment, Defendant City of Palmdale shall, by ordinance, adopt the districting map attached as Exhibit A for election of the City Council.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that not later than sixty (60) days after entry of Stipulated Amended Judgment, Defendant City of Palmdale shall request, and use best efforts to obtain consent from, the Los Angeles County Board of Supervisors for consolidation of the November 2016 City Council election to be held with the statewide general election in November 2016.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that if the County of Los Angeles declines or refuses to approve consolidation of the City Council election in November 2016, Defendant City of Palmdale shall conduct a concurrent election. The City will also renew its request for consolidation of each City Council election thereafter unless and until approval of consolidation by the County of Los Angeles. However, the City is not obligated to sue the County of Los Angeles seeking a judgment for consolidation of the elections.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that all four Palmdale City Council positions shall be up for election in November 2016. Defendant may establish a method of staggering terms for its City Council following the November 2016 election, consistent with applicable law.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that this Court retains jurisdiction to interpret and enforce this judgment and the Settlement

Agreement and to adjudicate any disputes regarding implementation or interpretation of this judgment.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, pursuant to Elections Code Section 14030, Plaintiffs are the prevailing and successful parties and are entitled to recover reasonable attorneys' fees and costs, including expert witness fees and expenses, in the amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), plus interest at the rate of seven percent (7%) per annum calculated from January 9, 2015 until no later than May 21, 2015. Thereafter, interest will recommence if payment is not made to Plaintiffs' attorneys within 15 days of entry of the Stipulated Amended Judgment

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, pursuant to stipulation of the parties, each party shall bear his/its own costs on appeal, except as otherwise provided herein or in the Settlement Agreement. The Clerk is authorized to issue the remittitur forthwith."

A proposed form of order pursuant to this stipulation is filed concurrently herewith.

DATED: May \_\_\_, 2015

**MITCHELL E. ABBOTT**  
**RICHARDS, WATSON & GERSHON**  
A Professional Corporation

By: \_\_\_\_\_  
Mitchell E. Abbott  
Attorneys for Defendant,  
CITY OF PALMDALE

DATED: May \_\_\_\_, 2015

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SHENKMAN & HUGHES  
LAW OFFICES OF MILTON GRIMES  
GOLDSTEIN BORGEN DRDARIAN & HO  
LAW OFFICES OF ROBERT RUBIN**

By: \_\_\_\_\_

Attorneys for Plaintiffs

## EXHIBIT A

