

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter “Agreement”) is entered into as of September 13, 2016, by and between CITY OF LA MIRADA, a California general law city, (“La Mirada”) and AL ANGULO, an individual (“Plaintiff”). La Mirada and Plaintiff are collectively hereinafter referred to as the “Parties.”

WHEREAS, La Mirada currently utilizes an at-large method of electing its five city council members (“La Mirada’s Election System”); and

WHEREAS, Plaintiff alleges that La Mirada’s Election System violates the California Voting Rights Act (the “CVRA”), and is prepared to file a lawsuit seeking to enjoin La Mirada from conducting further at-large elections (the “Litigation”); and

WHEREAS, La Mirada denies that La Mirada’s Election System violates any provision of the CVRA or any other provision of law and asserts that La Mirada’s Election System is legal in all respects and further denies any wrongdoing whatsoever in connection with the manner in which it has conducted its city council elections; and

WHEREAS, California Government Code section 34886, effective January 1, 2016, Authorizes the City Council of a city with a population of fewer than 100,000 people, to change the city’s method of election by ordinance, with certain formalities, to a “by-district” system in which each City Council member is elected only by the voters in the district in which that candidate resides; and

WHEREAS, on or before November 8, 2016, the City will place on its agenda an Ordinance establishing a by-district method of election and requiring by-district elections for the March 2017 City Council elections as authorized by Government Code section 34886 following a public hearing; and

WHEREAS, The Parties now desire to settle and resolve any and all claims arising out of the Litigation; and,

WHEREAS, The Parties warrant and represent that each is the sole owner and holder of all rights, interests, and claims asserted against the other, and that each has the full right, power, and authority to settle and compromise all claims asserted in the Litigation without the consent of any other person or entity; and,

WHEREAS, The Parties acknowledge the terms of this Agreement are contractual and not merely recitals, and the Parties further acknowledge that they are bound by this Agreement and their respective obligations as set forth herein.

NOW, THEREFORE, for value received and in consideration of the mutual covenants and conditions as set forth below, the Parties agree as follows:

1. **By-District Elections.** Subject to the requirements of the Ralph M. Brown Act, Gov't Code §§ 54950 *et seq.*, the Parties agree that the City Council of La Mirada ("City Council") will change from an at-large to a by-district system of electing its council members, as set forth in this agreement. On or before September 13, 2016, the City Council will place on its agenda for action a resolution to initiate the process of establishing by-district elections for City Council, beginning in March 2017, and approving a timeline for conducting a public process. On or before November 8, 2016, the City will place on its agenda an Ordinance establishing a by-district method of election and requiring by-district elections for the March 2017 City Council elections as authorized by Government Code section 34886 following a public hearing. The Ordinance shall include a map for by-district elections containing five (5) electoral districts ("electoral district map").

2. **Electoral District Map.** The intent of the Parties is that the electoral map shall include at least one electoral district in which Latinos constitute a majority of the citizen voting age population according to the most recently available relevant estimates from the Census Bureau's American Community Survey, drawn in a manner consistent with applicable law. The boundaries of the electoral district map required by Paragraph 1 shall be drawn in accordance with the criteria set forth in the following order of priority:

- i. Districts shall contain reasonably equal total population;
- ii. Districts shall comply with applicable federal and state law, including, without limitation, the CVRA, the Constitution of the United States and of the State of California, and the federal Voting Rights Act of 1965, as amended, 52 U.S.C. §§ 10301, *et seq.*;
- iii. Districts shall be geographically contiguous and drawn to encourage geographic compactness; and
- iv. Districts shall be drawn with respect for geographic integrity of any neighborhood and any community of interest, including racial, ethnic, and language minorities, to the extent possible without violating the requirements of any of the preceding provisions.

3. **Process for Developing Electoral District Map.** Following adoption of the resolution to initiate the process of establishing by-district elections, La Mirada shall contract a demographer to design one or more electoral maps in accordance with the provisions in paragraph 2, above. The process for developing the electoral district map will include, at a minimum, three public hearings on a proposal to establish the district boundaries prior to a public hearing at which the City Council votes to approve the electoral district map. La Mirada will maintain information on its website for the districting process where notices, agendas, and proposed maps, among other items, will be posted. Official required notices and agendas will be translated into all languages required under the federal Voting Rights Act.

4. **Final Approval and Adoption of District Boundaries.** By November 8, 2016, La Mirada shall approve and adopt one of the final district map plans from the draft map plans. The City Council reserves the right to make modifications and adjustments to the map if the

reason for doing so is to ensure full compliance with the requirements of either the CVRA or FVRA and related court decisions.

5. **March 2017 Single-Member By-District Elections.** It is further agreed that in the March 2017 city council member election La Mirada shall determine two electoral districts to be filled and the district with the highest percentage of Latino citizen voting age population shall be designated among the two seats to be filled by election in March 2017.

6. **By-District Election Implementation.** Following La Mirada's adoption of a final districting plan, La Mirada shall submit the district plans to the Los Angeles County Registrar of Voters to implement the new by-district election method in time for La Mirada's March 2017 city council elections.

7. **Attorneys' Fees and Costs.** La Mirada shall be solely responsible for all costs and expenses related to the creation and implementation of its by-district election plan and within thirty (30) days of execution of this Settlement Agreement, La Mirada shall pay to Plaintiff's counsel the amount of \$30,000 in settlement of all costs, expenses and fees associated with the litigation prepared in this matter and avoided by this Settlement Agreement and any activities associated with this Settlement Agreement, except for any costs and/or attorneys' fees incurred in enforcing this Agreement, if any.

8. **Release.** Upon taking the actions described herein, and unless expressly reserved in this Settlement Agreement, the Parties hereby release and forever discharge each other and each other's respective directors, officers, employees, attorneys, successors and assigns, from any and all claims, demands, suits, rights, actions, causes of action, expenses, interest, costs, damages, attorneys' fees, liability or obligation of any kind, whenever or however derived, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, in any way relating to or connected with the proposed Litigation.

9. **Amendments to be in Writing.** No supplement, modification, waiver or amendment with respect to this Agreement shall be binding unless executed in writing and signed by the party against whom enforcement of such supplement, modification, waiver or amendment is sought.

10. **Integrated Agreement.** All agreements, covenants and representations, oral or written, of the Parties concerning the subject matter of this Agreement are contained herein. No other agreements, covenants or representations, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations and covenants concerning the subject matter of this Agreement are merged herein. This is a fully integrated document.

11. **Further Actions.** The Parties hereto agree to execute all further and additional documents, and undertake such further acts, as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement, and the Parties further agree to cooperate with each other to effectuate the intent of this Agreement.

12. **Prior Review by Legal Counsel.** The Parties acknowledge the opportunity that this Agreement be reviewed by their respective attorneys and that it has been approved as to form. They further agree that this Agreement is to be construed and interpreted without regard to the identity of the party drafting this Agreement.

13. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to such instruments, persons, transactions and subject matter which have legal contexts and relationship solely within the State of California.

14. **Severability.** If any term or provision of this Agreement, or the application thereof, to any persons or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. **Multiple Originals.** This Agreement may be executed in multiple counterparts, each of which so fully executed counterpart shall be deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterpart executed by the other party to this Agreement is in the physical possession of the party seeking enforcement thereof.

16. **Authority to Execute.** Each party hereto expressly warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation, partnership, business entity, or governmental entity and warrants and represents that he/she/they has/have the authority to bind his/her/their entity to the performance of its obligations hereunder.

17. **Enforcement—Attorneys' Fees.** Should any of the Parties reasonably retain counsel for the purpose of enforcing or preventing the breach of any provision of this Agreement, including but not limited to instituting any action or proceeding to enforce any provision of this Agreement, the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including but not limited to reasonable attorneys' fees, costs and expenses.

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IN WITNESS WHEREOF this Agreement has been executed by the authorized representatives of the parties hereto.

Dated: 9/14/16

CITY OF LA MIRADA



By: Steve De Ruse
Mayor

APPROVED AS TO FORM:

JAMES L. MARKMAN Date
City Attorney

PLAINTIFF

Dated: _____

By: AL ANGULO

Approved as to form:

DENISE HULETT Date
MATTHEW J. BARRAGAN
MEXICAN AMERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND
Attorneys for Plaintiff

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MATTHEW J. BARRAGAN
MEXICAN AMERICAN LEGAL DEFENSE
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Attorneys for Plaintiff

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CITY OF LA MIRADA

By: Steve De Ruse
Mayor

APPROVED AS TO FORM:

JAMES L. MARKMAN Date
City Attorney

PLAINTIFF

Dated: 9-13-10



By: AL ANGULO

Approved as to form:

DENISE HULETT Date
MATTHEW J. BARRAGAN
MEXICAN AMERICAN LEGAL DEFENSE
AND EDUCATIONAL FUND
Attorneys for Plaintiff

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Mayor

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City Attorney

PLAINTIFF

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Attorneys for Plaintiff