

CLASS NOTICE
NOTICE OF CLASS ACTION, PROPOSED CLASS SETTLEMENT, AND HEARING

RE: *Gonzalez-Tzita v. City of Los Angeles*, Case No. 2:16-cv-194 FMO (Ex).

This Class Notice is also available online at www.VehicleImpoundSettlement.com or by calling 1-844-975-1777.

On January 11, 2016, a class action lawsuit seeking money damages was filed in the United States District Court, Central District of California. The lawsuit claims that City of Los Angeles personnel violated persons' civil rights by seizing and impounding vehicles under the authority of Cal. Veh. Code § 21100.4. The lawsuit claims that the City seized the vehicles because the vehicle was supposedly being operated in the City as an unlawful "bandit taxi." The Court has certified the case as a class action. The parties have reached a proposed settlement. If the proposed Settlement of \$1,700,000.00 receives final court approval, Class Members are eligible to receive money.

A Class Member is someone who (1) had his or her vehicle towed and impounded by the City of Los Angeles any time between January 11, 2014, through February 15, 2017, under the authority of Cal. Veh. Code § 21100.4 (in connection with the vehicle's driver being accused of operating a "bandit taxi"), and (2) had to pay money to have his or her vehicle released from impound.

There are about 1,477 Class Members, or persons whose vehicles the City allegedly unlawfully impounded.

Official records show that **you are a CLASS MEMBER. Therefore, you are eligible to receive MONEY from the Settlement.** If you do not "opt out" (explained below) your recovery amount will be at least \$160.00, and may be as much as \$900, possibly more.

You have the right to be excluded from the Settlement. You will be excluded from the Settlement if you notify the Class Administrator you want to "opt out." "Opt out" means you do NOT want money from this settlement and you want to be excluded from the Settlement. You "opt out" by filling out the attached form called "Opt-Out Form," and mailing or delivering the form to the Class Administrator ***no later than March 17, 2020.***

You have the right to object to the Settlement. You may object to the Settlement by filing with the Court's clerk's office. If you object, you must file your objections by **March 17, 2020.** If you mail your objections to the clerk's office, the envelope must be postmarked no later than **March 17, 2020.** The clerk's office address is:

First Street U.S. Courthouse
Clerk for Hon. Fernando M. Olguin
350 W. 1st Street, Suite 4311 (fourth floor)
Los Angeles, CA 90012

You have the right to be represented by an attorney of your own choosing on this matter. If you wish to be represented by an attorney you have chosen, you should contact the attorney as soon as possible.
IF YOU DO NOT "OPT OUT" AND THE COURT APPROVES THE CLASS SETTLEMENT AND ENTERS JUDGMENT, THEN THAT JUDGMENT MAY BAR YOU FROM BRINGING YOUR OWN LAWSUIT AGAINST THE CITY OF LOS ANGELES FOR COMPENSATION BASED ON

THE WRONGFUL SEIZURE OF YOUR VEHICLE AS A “BANDIT TAXI.” THAT MEANS YOUR RECOVERY WILL BE LIMITED TO THE AMOUNT PAID TO YOU BASED ON THIS SETTLEMENT.

CLASS COUNSEL: “Class Counsel” is the attorney representing the Plaintiffs in the class action (Leonardo Gonzalez-Tzita, Esteban Diego Esteban and Sidonio Lomeli) and who represent the Class Members (unless a Class Member retains his or her own attorney to represent him or her). The Class Counsel in this case is:

Donald W. Cook
Attorney at Law
3435 Wilshire Blvd., Ste. 2910
Los Angeles, CA 90010
(213) 252-9444 / (213) 252-0091 facsimile

DEFENSE COUNSEL: “Defense Counsel” is the attorney representing the City of Los Angeles and personnel of the City. The Defense Counsel in this case is:

Michael N. Feuer, City Attorney for City of Los Angeles
Gabriel S. Dermer, Assistant City Attorney
Los Angeles City Attorney’s Office
200 N. Main St., Rm. 675
Los Angeles, CA 90012
(213) 978-7558 / (213) 978-7011 facsimile

CLASS ADMINISTRATOR: “Class Administrator” is the company responsible for sending notices on this settlement, receiving phone calls about this case and its settlement, receiving “Opt-Out” forms, and issuing settlement checks to individual Class Members. The Class Administrator for this case is:

Gonzalez-Tzita v. City of Los Angeles
c/o JND Legal Administration
P.O. Box 91208
Seattle, WA 98111
Toll-free: 1-844-975-1777
Website: www.VehicleImpoundSettlement.com

Pages 3 through 8 of this Class Notice are frequently asked questions, the answers to which provide more information about this settlement and your rights.

FREQUENTLY ASKED QUESTIONS

Below are questions and answers designed to explain information about this lawsuit, including how to participate in the Settlement process.

1. What Is The Class Action Lawsuit About?

This lawsuit brought federal and state law challenges to the legality of vehicle seizures undertaken pursuant to a City of Los Angeles' "bandit taxi" program. Under that program, City officials impounded for up to thirty days vehicles City officials contended were being operated as "bandit taxis" in violation of L.A.M.C. § 71.02(a) (the City's bandit taxi ordinance). The officials' authority for taking the vehicles off the street without a warrant was Cal. Veh. Code § 21100.4 and/or Cal. Gov't Code § 53075.61. An alleged bandit taxi vehicle was subjected to immediate seizure and 30-day impound even though (a) there had been no determination whether the driver, in fact, drove in violation of § 71.02(a), (b) the driver was a licensed driver competent to drive, and (c) no exception to the warrant requirement existed at the time of the vehicle's removal from the street.

As a result, Class Members like Plaintiffs Leonardo Gonzalez-Tzita, Esteban Diego Esteban and Sidonio Lomeli whom City officials accused of operating a "bandit taxi," saw their vehicles seized and impounded without Fourth Amendment justification, then later had to pay hundreds and sometimes more than one or two thousand dollars in order to reclaim their vehicles.

2. Who Is A Member Of The Damages Class Entitled To Money?

You are a member of the Class if you (1) had your vehicle towed and impounded by the City of Los Angeles any time between January 11, 2014, through February 15, 2017, under the authority of Cal. Veh. Code § 21100.4 (in connection with being accused of operating a "bandit taxi"), and (2) had to pay a fee to have your vehicle released from impound. The extent of your compensation is based on a formula that takes into account the money you had to pay to retrieve your vehicle from impound as a percentage of the total impound fees paid by Class Members. Whether you are a Class Member is determined solely from the records of the City of Los Angeles and Official Police Garages that towed and impounded vehicles at the direction of the City of Los Angeles.

3. What Is The Purpose Of This Notice?

You have a right to know about a proposed settlement of this class action lawsuit and about all your options before the Court decides whether to give final approval to the Settlement. Your rights may be affected by this lawsuit.

This information is being sent to everyone who has been determined to be a member of the Class based upon the last known address available from California DMV records, and is otherwise being publicized to reach Class Members.

The Court in charge of the case is the United States District Court for the Central District of California, located in Los Angeles, California. The case is known as *Gonzalez-Tzita v. City of Los Angeles*, Case No. CV 16-0194 FMO(Ex). The people who brought the case are called Plaintiffs, and the people they sued are called Defendants. The Judge is the Honorable Fernando M. Olguin.

4. Why Is This A Class Action?

In a class action, one or more persons, called the Class Representative(s), sue on behalf of a group of people who have similar claims – the Class Members. One court then resolves the issues for all Class Members, except for those who exclude themselves from the Class.

5. Why Is There A Settlement?

The Court rejected the Defendants’ motion to dismiss the case, after which the parties began to discuss a possible settlement and to engage in discovery. There were settlement discussions over many months. The focus of the discussions was on how to compensate people who had been forced to pay money to retrieve their vehicles from impound.

Instead of continuing the litigation, both sides have agreed to a settlement. That way, both sides are able to avoid the risks and costs of a trial regarding the damages to which Class Members may be entitled, or an appeal from any such decisions by a court; the case can be resolved immediately; and the benefits of the Settlement can be made immediately available to the Class Members. The Class Representatives and their attorneys think that the proposed Settlement is fair to the Class Members and the parties in the case, and think that the terms of the Settlement are a fair, reasonable and adequate resolution of this matter.

6. Are There Lawyers Representing You?

The Court has approved lawyers (called “Class Counsel”) to collectively represent you. These are the lawyers who have been handling the lawsuit for the past three years. You will not be asked to pay your own personal money for the services these attorneys and their staff have provided you in litigating this case and negotiating this settlement. Instead, the lawyers will be paid separately by the Defendants, after approval by the Court, as described further below. Only Class Counsel may act on behalf of the Class. However, that rule of law does not prevent you from hiring your own lawyer to advise you personally about your rights, options, or obligations as a Class Member in this lawsuit. If you want to be represented by your own lawyer, you may hire one at your own expense.

7. What Does The Settlement Provide?

The Settlement has two parts – payment of compensation to the Class Representatives and the Class Members; and attorney’s fees. We briefly describe each below.

a. Damages to the Class

The total amount to pay to the Class (which has 1,477 individuals in it) is \$1,299,344.50, which will be placed in a Class Fund overseen by a professional Class Administrator. Plaintiffs’ counsel are proposing payment of special compensation to the three Class Representatives of a total of \$4,500.00 for their roles in bringing and advancing the case.

Based on a formula approved by the Court, Class Members will be assigned a percentage based upon the amount they each paid to retrieve their vehicles from impound versus the total amount of money paid by all Class Members. The Class Member’s recovery will be set by the percentage, as applied to the total amount available for Class Members (\$1,299,344.50). Because the amount available equals approximately what all 1,477 Class Members paid to retrieve their vehicles, it is likely each Class Member who can be contacted will receive more than what the Class Member paid to retrieve his or her

vehicle. The payments Class Members paid to retrieve their vehicles range from \$164.85 as the lowest amount, while the highest amount paid is \$3,775.20.

b. Attorneys' Fees and Litigation Costs

The Court will be asked to award Plaintiffs' counsel \$400,000 in statutory attorneys' fees and litigation costs (including the cost paid to the Class Administrator, which is estimated at \$17,058), such that Defendants would pay these fees and costs. This figure is a substantial discount from the fees that would otherwise have been claimed (separate from compensation to Class Members) had Plaintiffs made a request for fees based on being prevailing plaintiffs. These fees must ultimately be approved by the Court after satisfying itself they are reasonable and fair.

8. Will I Receive Anything From The Settlement?

As long as you qualify as a Class Member, you will be entitled to receive compensation based on the formula described above. The formula for determining the share of the Settlement Fund for each Class Member is described in ¶ 7(a) above. The full description of the proposed system to determine how much each Class Member will receive is contained in the parties' Settlement Agreement, which is available on the settlement website www.VehicleImpoundSettlement.com.

9. What Do I Do To Get Money?

If you have received the Class Notice and wish to receive money from the Settlement, you need not do anything; the check will be mailed to you at the address to which the Class Notice was mailed. If you wish to receive money at an address different than the one to which the Class Notice was mailed, please call 1-844-975-1777 (toll free), or write to: *Gonzalez-Tzita v. Los Angeles*, c/o JND Legal Administration, P.O. Box 91208, Seattle, WA 98111. You can also download the "Update Address" form from the Internet at www.VehicleImpoundSettlement.com.

10. What If I Still Don't Know If I Am A Class Member?

If you are not sure whether you are included in the Class, call 1-844-975-1777 or write to: *Gonzalez-Tzita v. City of Los Angeles*, c/o JND Legal Administration, P.O. Box 91208, Seattle, WA 98111.

Determinations of whether you are or are not a Class Member will be based exclusively on the records of the City of Los Angeles, the Official Police Garages, and the California Department of Motor Vehicles.

11. How Much Will The Lawyers Be Paid?

As mentioned, the Court will be asked to award Class Counsel about \$410,000. This amount includes the costs associated with the litigation which total approximately \$5,116.66. The Court can award less than that amount, but not more. You will not be asked personally to pay any attorneys' fees or costs to Class Counsel. Only if you hire your own lawyer to represent you personally would you have to pay an attorney any fees and costs.

12. Can I Exclude Myself From The Settlement and How Do I Do It?

If you do not want to be a member of the Class, or if you want to be able to file your own lawsuit, or be part of a different lawsuit against the City raising the claims involved in this lawsuit, then you must take

steps to get out of the Class. You do that by filling out and mailing to the Class Administrator the “Opt-Out” form. An “Opt-Out” form was included with the Class Notice. If you do not have an “Opt-Out” form and want to obtain one, please call 1-844-975-1777 (toll free), or write to: *Gonzalez-Tzita v. Los Angeles*, c/o JND Legal Administration P.O. Box 91208, Seattle, WA 98111. You can also download the “Opt-Out” form from the Internet at www.VehicleImpoundSettlement.com.

To exclude yourself, you must inform the Class Administrator not later than **March 17, 2020**, that you are excluding yourself, that you want to “opt out.” If you mail the “Opt-Out” form, the envelope must be postmarked no later than **March 17, 2020**. You can also submit the “Opt-Out” form online at www.VehicleImpoundSettlement.com, but you must do so no later than **March 17, 2020**.

You cannot exclude yourself on the phone or by email. If you exclude yourself, you will not be entitled to get any money from the Settlement, and you cannot object to the Settlement. Nor will you be legally bound by anything that happens in this lawsuit.

Unless you exclude yourself from the Class, you remain in the Class and give up all of your rights against the Defendants for the conduct alleged in this complaint, except those available to you under this settlement. That means that, if you don’t exclude yourself, you will receive money but will lose your rights against the Defendants. **If you “opt out,” you will need to bring your own complaint against the Defendants in order to recover compensation.**

13. What Is The Release Of Claims?

As part of the Settlement, you release the claims covered by this lawsuit in exchange for the money you will receive if you do not exclude yourself from the Class. The Proposed Final Order of Approval and Settlement (which you may view on the website for this lawsuit at www.VehicleImpoundSettlement.com) describes the legal claims against the Defendants you will give up by staying in the Class (that is, if you do not exclude yourself as described in the question above entitled “Can I Exclude Myself From The Settlement and How Do I Do It?”). The Released Claims include all claims, demands, causes of action, whether class, individual or otherwise in nature, damages whenever incurred, liabilities of any nature whatsoever, including costs, expenses, penalties and attorneys’ fees, that were or could have been asserted in the complaint based on the facts alleged, specifically for the impounding of vehicles accused to be bandit taxis, during the time covered by this settlement. These Released Claims include any other related complaints, grievances, and/or claims, whether judicial or administrative, and whether actually filed or available. Released Claims do not include any other claim(s) that a Plaintiff or member of the Classes may have against Defendants for conduct not covered by this settlement (for example, a claim for an incident of use of force unrelated to this suit).

14. If I Do Not Like The Settlement Or Object To The Attorneys’ Fees, How Do I Tell The Court?

If you are and choose to remain a Class Member, you can object to the Settlement if you do not like any part of it, or you may object to the request for attorneys’ fees. You must give the reason why you think that the Court should not approve the Settlement or the requested attorneys’ fees (i.e., a mere statement that “I object” will not be sufficient). Do not contact the Court orally to object. Rather, you must send a written statement with the case name and number (*Gonzalez-Tzita v. City of Los Angeles*, Case No. CV 16-0194 FMO (Ex)) at the top of the page. You must provide your name, your address (just giving the address of an attorney who represents you is not sufficient), your telephone number, your signature, and the reason why you object. If you are represented by a lawyer, you should also give the name, address, and telephone number of that lawyer. You can mail your objections and any supporting papers by First-

Class mail, postmarked no later than **March 17, 2020**, to the Court at the address provided in the Class Notice.

If you object, explain your reasons.

Submitting an objection will not extend the time within which a Class Member may request exclusion from this settlement. (If you file an exclusion or if you “opt out,” you are no longer a member of the Class and any objection will not be considered.)

A full set of the settlement documents, including the Settlement Agreement, the Proposed Final Order of Approval and Settlement, and the Motion For Award of Attorneys’ Fees and Costs is available (or will be if the motion for attorneys’ fees has not yet been filed) on the case website, www.VehicleImpoundSettlement.com.

15. What Is The Difference Between Objecting And Excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. If you object and the Court rejects your objection, you remain a member of the Class and will be bound by any outcome of the case, and entitled to payment under the Settlement.

Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

16. When And Where Will The Court Decide Whether To Approve The Settlement And Attorneys’ Fees?

The Court has scheduled the Fairness Hearing for May 21, 2020 at 10:00 a.m. in Courtroom 6D (6th Floor) in the United States District Courthouse for the Central District of California, 350 West 1st Street, Los Angeles, CA 90012. At this Hearing, Judge Olguin will consider whether the Settlement is fair, reasonable, and adequate, and will determine the amount of attorneys’ fees and costs to be awarded. If there are any objections, the Court will consider and rule on them. We do not know how long this process will take. We do not know if the Hearing will be continued. There will not be a new notice if it is. You may speak at the Hearing, but only if you have submitted your comments or objections as provided in the question above entitled “If I Do Not Like The Settlement or Object To The Attorneys’ Fees, How Do I Tell The Court?” (See question no. 14.)

17. Do I Have To Come To The Hearing?

No. You may, but need not, attend the Hearing. Class Counsel will answer any questions the Court may have. However, you may come if you choose, at your own expense. If you sent a written objection, you may, but do not have to, come to Court to talk about it. As long as you properly submitted your written objection, the Court will consider it. You may also pay your own lawyer to attend, but that also is not necessary.

18. May I Speak At The Hearing?

You will not be heard unless you have submitted your comments or objections as provided in the question above entitled “If I Do Not Like The Settlement Or Object To The Attorneys’ Fees, How Do I Tell The Court?” (see question no. 14) and have stated in your submission that you wish to be heard. You cannot speak at the Hearing if you exclude yourself. If you have submitted an objection, the Court will decide whether or not to hear from you verbally as well.

19. What Happens If I Do Nothing At All?

If you do nothing, a check will be mailed to you at the address to which the Class Notice was mailed. Your rights will also be affected. You will be bound by the terms of the Settlement and you will be agreeing to a release of the claims that are contained in the Settlement.

20. When Will I Receive Money From The Settlement?

No money will be paid until after the Settlement Funds are deposited with the Class Administrator, which will only occur 30 days after the Settlement is approved and all possibilities of appeal are completed. After that, it will take at least two months, and quite possibly more, to calculate the amount due each Class Member. Check the website for this case about when payment mailings are expected, or contact the Class Administrator by either calling 1-844-975-1777 or writing to:

Gonzalez-Tzita v. City of Los Angeles
c/o JND Legal Administration
P.O. Box 91208
Seattle, WA 98111

21. What Happens If There Is Not A Final Settlement?

Under certain circumstances, it is possible the Settlement might not go through (for example, if the Court for some reason does not approve the Settlement). In that situation, the case would move forward and go to trial.

22. Are There More Details About The Settlement?

This Notice merely summarizes the proposed Settlement. You can go to the website titled www.VehicleImpoundSettlement.com to see the complete settlement documents in the case and a copy of the Motion for Award of Attorneys' Fees and Costs when it is filed. In the event that any description in this Notice of the terms in the settlement documents conflict with the actual terms of the settlement documents, the terms of the settlement documents control.