

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The parties to this SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS (“Agreement”) are (1) Rickk Montoya (referred to as “Montoya” or “Plaintiff” herein), (2) the City of Garden Grove, a California city and municipal corporation (referred to “City” or “Defendant” herein), and (3) Central Garden Grove Neighborhood Association, a California nonprofit public benefit corporation acting under the name Garden Grove Neighborhood Association (referred to as “GGNA” or “Intervenor” herein). These persons or entities are sometimes referred to as “Parties” or “each Party” herein. This Agreement is effective as of the latest date written next to the signature of a Party to this Agreement.

RECITALS

A. On or about July 20, 2015, Montoya filed that certain complaint for violation of the California Voting Rights Act of 2001 (“CVRA”) against the City in Orange County Superior Court, thereby instituting the action entitled *Rickk Montoya v. City of Garden Grove, California*, Case No. 30-2015-00799522 (the “CVRA Action”).

B. On or about January 5, 2016, GGNA was permitted to intervene in the CVRA Action and thereafter filed that certain complaint in intervention and first amended complaint in intervention against the City and Montoya for writ of mandate, injunctive relief, and declaratory relief (the “Intervention Action”).

C. The Parties desire to settle the CVRA Action and the Intervention Action and to fully and finally settle any and all matters between them arising out of, or relating to, the CVRA Action and/or the Intervention Action, or any claims that could have been raised in connection with the CVRA Action or the Intervention Action or the City’s at-large electoral system occurring prior to the date of this Agreement, without any further court proceedings, trial, appeal or adjudication of any issue of fact or law, except as provided herein, and without any admission with respect to such matters.

D. The purpose of this Agreement is to settle the CVRA Action and the Intervention Action by the Parties jointly requesting the Court to enter a judgment pursuant to its authority under the CVRA requiring the City to implement a mutually agreed procedure pursuant to which the City will change from its at-large system of election of four City Council members to a

system of election for City Council members with six City Council members elected by-district and the Mayor elected at-large, to be instituted timely so as to be the system of election for the November 2016 election, and dismissing the Intervention Action.

TERMS AND CONDITIONS

NOW, THEREFORE, in light of the foregoing recitals, and in consideration of the representations, warranties, releases, and promises contained herein, the Parties agree to the following terms and conditions:

1. Stipulation for Entry of Judgment. Within five (5) business days of full execution of this Agreement, the Parties shall execute and jointly file with the Court the Stipulation for Entry of Judgment attached hereto as Exhibit 1 (“Stipulation”). The Parties further agree to jointly request that the Court enter judgment consistent with the Stipulation, including, without limitation, jointly requesting that the Court consider the Proposed Judgment on an *ex parte* or expedited basis if requested by any Party.

2. Parties’ Attorney’s Fees and Litigation Expenses.

2.1. Plaintiff’s Attorney’s Fees and Litigation Expenses. Provided the Court enters judgment consistent with the Stipulation, within forty-five (45) days of entry of judgment by the Court, City shall pay Plaintiff the amount of Two Hundred and Ninety Thousand Dollars (\$290,000) in full satisfaction of all claims Plaintiff has or may have against City and/or Intervenor for attorney’s fees and/or litigation costs or expenses incurred in conjunction with the CVRA Action and/or the Intervention Action.

2.2. Intervenor’s Attorney’s Fees and Litigation Expenses. Provided the Court enters judgment consistent with the Stipulation, within forty-five (45) days of entry of judgment by the Court, City shall pay Intervenor the amount of Eighteen Thousand Dollars (\$18,000) in full satisfaction of all claims Intervenor has or may have against City and/or Plaintiff for attorney’s fees and/or litigation costs or expenses incurred in conjunction with the CVRA Action and/or the Intervention Action.

2.3. The Parties acknowledge and agree that, except as otherwise expressly provided in this Agreement, each Party shall bear its own costs, expenses, and attorney’s fees arising out of or relating to the CVRA Action, the Intervention Action, and the completion and implementation of this settlement.

3. Litigation Standstill. Upon full execution of this Agreement all litigation activities relating to the CVRA Action and the Intervention Action, other than those necessary to effectuate this Agreement and the case management conference and hearings on City's or Montoya's demurrers to GGNA's first amended complaint in intervention, if any, scheduled for February 23, 2016, will be suspended and court calendar dates removed, including all pending discovery.

4. No New Lawsuits or Legal Actions.

4.1. Plaintiff shall not file, or assist in any way (for example, and without limitation by soliciting new potential plaintiffs, referring new potential plaintiffs to Plaintiff's counsel herein, or providing pleadings, briefs, reports, discovery, investigations or any other document or matter prepared in connection with, or anticipation of the CVRA Action) any other person or entity to investigate, analyze, prepare for or file, another lawsuit against the City, alleging a violation of the California Voting Rights Act, Section 2 of the federal Voting Rights Act, or a voting rights violation under the Constitutions of the State of California or of the United States of America based on the facts alleged (or which could have been alleged) in the CVRA Action or based on the electoral system required to be implemented pursuant to the judgment entered by the Court pursuant to the Stipulation.

4.2. Neither Intervenor, nor any of Intervenor's current or future officers, directors, employees, attorneys or agents, shall file, or assist in any way (for example, and without limitation by soliciting new potential plaintiffs, petitioners or intervenors, referring new potential plaintiffs, petitioners or intervenors to Intervenor's counsel herein, or providing pleadings, briefs, reports, discovery, investigations or any other document or matter prepared in connection with, or anticipation of the Intervention Action) any other person or entity to investigate, analyze, prepare for or file, any legal action challenging, or seeking relief contrary to, this Agreement, the Stipulation, the judgment entered by the Court pursuant to the Stipulation, or the electoral system required to be implemented pursuant to such judgment.

5. Release of Claims. In return for the mutual promises and other consideration provided in this Agreement, the Parties, for themselves and their past, present or future heirs, beneficiaries, executors, administrators, officers, employees, directors, agents, partners, successors and assigns, including past, present or future City Council members and Mayors ("Releasers"), do, upon entry of Judgment by the Court, fully release, acquit, waive and forever

discharge one another, including their heirs, beneficiaries, executors, administrators, officers, employees, directors, agents, partners, successors and assigns, including past, present or future City Council members and Mayors (“Releasees”), from any and all claims, actions, causes of action, factual allegations, demands (including without limitation demands for equitable and injunctive relief), debts, damages, costs, expenses, including expert fees, losses, or attorney’s fees of whatever nature, involving the City’s electoral system or the City’s actions in furtherance of resolution of the CVRA Action, whether or not known, suspected or claimed (i) arising out of, based on, or in any way related to the facts alleged (or facts that could have been alleged) in the complaints and amended complaints filed in the CVRA Action and/or the Intervention Action, or (ii) the “at-large” electoral system of Defendant City, including, but not limited to Claims based upon the Constitution of the United States of America, the Constitution of the State of California, the CVRA, Section 2 of the federal Voting Rights Act, California Elections Code § 9200 *et. seq.*, California Government Code § 34870 *et. seq.*, California Government Code § 34900 *et. seq.*, California Elections Code § 14030, or California Code of Civil Procedure § 1021.5 (“Claims”), which Claims the Releasers have or may have against the Releasees, except for rights to enforce this Agreement, or as provided herein. In this Paragraph, the conjunctive includes the disjunctive.

6. Express Waiver of All Claims Under California Civil Code Section 1542. It is further understood and agreed that this Agreement extends to all of the above-described Claims and potential Claims, and that all rights under California Civil Code § 1542 are hereby expressly waived by the Parties for themselves and the other Releasers with respect to all such Claims. Section 1542 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.”

Notwithstanding these provisions of Section 1542, Plaintiff, Defendant and Intervenor expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims described in Paragraph 5, which they do not know or suspect to exist in their favor at the time of execution hereof and that the settlement reflected in this Agreement contemplates the extinguishment of all such Claims, except for rights to enforce this Agreement.

7. Non-admission of Liability. This Agreement pertains to disputed Claims under statutes, and is not intended to be, and shall not be construed as an admission by any of the Parties of any violation of any statute or law or constitution, or any other improper or wrongful conduct.

8. Admissibility of this Agreement. This Agreement constitutes a compromise of disputed claims and shall not be treated as an admission of liability by any of the Parties or any of the Releasees at any time or for any reason. This Agreement shall not be admissible in any legal or administrative proceeding, including proceedings between the City and Plaintiff, the City and Intervenor, or proceedings involving the City and any other party. Notwithstanding the generality of the foregoing, the Parties agree that once it is signed by the Parties this Agreement shall be fully binding and admissible in any judicial or administrative proceeding: (a) to enforce the terms of this Agreement pursuant to California Code of Civil Procedure § 664.6 or otherwise; and (b) for breach of this Agreement's provisions.

9. Integration. This Agreement constitutes the final and complete agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, covenants, agreements or representations concerning any matters directly, indirectly or collaterally related to the subject matter of this Agreement. This Agreement fully sets forth the rights and obligations of the Parties hereto. The Parties hereto have expressly and intentionally included in this Agreement all collateral or additional agreements which may, in any manner, touch or relate to any of the subject matter of this Agreement and, therefore, all promises, covenants and agreements, collateral or otherwise, are included herein. The Parties acknowledge that in entering into this Agreement, neither have relied on any statement, promise, representation or warranty whatsoever, which is not expressly contained herein. It is the intention of the Parties to this Agreement that it shall constitute an integration of all their agreements, and each understands that in the event of any subsequent litigation, controversy or dispute concerning any of its terms, conditions or provisions, no party hereto shall be permitted to offer or introduce any oral or extrinsic evidence concerning any other alleged collateral or oral agreement between the Parties not included herein.

10. Amendment. This Agreement cannot be amended, modified or waived except by a writing executed by the Party to be charged, which expresses, by its terms, an intention to modify this Agreement.

11. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of California and any applicable laws of the United States. The language of the Agreement shall not be construed for or against any particular party by reason of its participation or lack of participation in drafting any provision of the Agreement. This Agreement shall be interpreted and construed as if drafted by each of the Parties with equal participation in the drafting hereof. The headings used herein are for reference only and shall not affect the construction of this Agreement.

12. Representation by Counsel. Each of the Parties expressly acknowledges and represents that it has been represented counsel in negotiations culminating in this Agreement. Each of the Parties has read this Agreement, reviewed the same with counsel, and fully understands the meaning and effect of each and every provision of this Agreement, in particular the meaning and effect of the releases and the waiver of rights under California Civil Code § 1542.

13. Authority. The undersigned represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are conditions precedent to their authority to execute this Agreement.

14. Execution in Counterparts. This Agreement may be executed in counterparts, which will be binding upon the Parties hereto as if all of said Parties executed the original hereof. This Agreement may be executed by facsimile or scanned signatures. Delivery of this Agreement bearing a facsimile or scanned signature or signatures shall have the same force and effect as if the Agreement bore an inked original signature or signatures.

15. Choice of Law/Jurisdiction. The Court where the CVRA Action was filed will retain jurisdiction over this matter under California *Code of Civil Procedure* Section 664.6 in the event of a default by any of the Parties and be allowed to enforce the terms of this Agreement.

16. Enforcement of Agreement. In the event that any action in law or equity is initiated by any party to enforce the provisions of this Agreement, to obtain a declaration of rights and obligations in conjunction therewith, or otherwise arising out of this Agreement, each party shall bear their own attorneys' fees in connection therewith.

17. Severance of Void/Unenforceable Provisions. Each of the Parties acknowledges and agrees that the terms and conditions of this Agreement are valid, binding, and enforceable as to it. In the event, however, that any term, provision, covenant, or condition of this Agreement

shall be declared invalid, void, or unenforceable by a final judgment or other final judicial determination, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force and effect, so long as the economic and legal substance of the transaction contemplated thereby are not affected in any manner materially adverse to any Party to this Agreement. Upon any binding determination that any term or other provision of this Agreement is invalid, void, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable and legally enforceable manner in order that the transaction contemplated thereby may be effected to the fullest extent possible.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth opposite their respective signatures.

DATED: 1/25, 2016

By: 
RICKK MONTOYA

DATED: _____, 2016

CITY OF GARDEN GROVE

By: _____
BAO NGUYEN
Mayor

ATTEST

DATED: _____, 2016

By: _____
KATHLEEN BAILOR
City Clerk

DATED: _____, 2016

CENTRAL GARDEN GROVE NEIGHBORHOOD
ASSOCIATION

By: _____
MAUREEN BLACKMUN
President

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DATED: _____, 2016

By: _____
RICKK MONTOYA

DATED: 1/26, 2016

CITY OF GARDEN GROVE

By: Bao Nguyen
BAO NGUYEN
Mayor

ATTEST

DATED: 1/26, 2016

By: Kathleen Bailor
KATHLEEN BAILOR
City Clerk

DATED: _____, 2016

CENTRAL GARDEN GROVE NEIGHBORHOOD
ASSOCIATION

By: _____
MAUREEN BLACKMUN
President

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DATED: _____, 2016

By: _____
RICKK MONTOYA

DATED: _____, 2016

CITY OF GARDEN GROVE

By: _____
BAO NGUYEN
Mayor

ATTEST

DATED: _____, 2016

By: _____
KATHLEEN BAILOR
City Clerk

DATED: 1/26, 2016

CENTRAL GARDEN GROVE NEIGHBORHOOD
ASSOCIATION

By: 
MAUREEN BLACKMUN
President

APPROVED AS TO FORM

DATED: January 26, 2016

SHENKMAN & HUGHES PC

By: 

KEVIN SHENKMAN
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

R. REX PARRIS LAW FIRM

By: _____
R. REX PARRIS
Attorney for Plaintiff RICKK MONTOYA

DATED: 1/26, 2016

LAW OFFICES OF MILTON C. GRIMES

By: 

MILTON GRIMES
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

WOODRUFF, SPRADLIN & SMART, APC

By: _____
OMAR SANDOVAL
Attorney for Defendant CITY OF GARDEN
GROVE

DATED: _____, 2016

By: _____
MARK S. ROSEN
Attorney for Intervenor CENTRAL GARDEN
GROVE NEIGHBORHOOD ASSOCIATION

APPROVED AS TO FORM


DATED: _____, 2016

SHENKMAN & HUGHES PC

By: _____
KEVIN SHENKMAN
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

R. REX PARRIS LAW FIRM

By: 
R. REX PARRIS
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

LAW OFFICES OF MILTON C. GRIMES

By: _____
MILTON GRIMES
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

WOODRUFF, SPRADLIN & SMART, APC

By: _____
OMAR SANDOVAL
Attorney for Defendant CITY OF GARDEN
GROVE

DATED: _____, 2016

By: _____
MARK S. ROSEN
Attorney for Intervenor CENTRAL GARDEN
GROVE NEIGHBORHOOD ASSOCIATION

APPROVED AS TO FORM

DATED: _____, 2016

SHENKMAN & HUGHES PC

By: _____
KEVIN SHENKMAN
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

R. REX PARRIS LAW FIRM

By: _____
R. REX PARRIS
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

LAW OFFICES OF MILTON C. GRIMES

By: _____
MILTON GRIMES
Attorney for Plaintiff RICKK MONTOYA

DATED: 1-26, 2016

WOODRUFF, SPRADLIN & SMART, APC

By: Omar Sandoval
OMAR SANDOVAL
Attorney for Defendant CITY OF GARDEN GROVE

DATED: _____, 2016

By: _____
MARK S. ROSEN
Attorney for Intervenor CENTRAL GARDEN GROVE NEIGHBORHOOD ASSOCIATION

APPROVED AS TO FORM

DATED: _____, 2016

SHENKMAN & HUGHES PC

By: _____
KEVIN SHENKMAN
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

R. REX PARRIS LAW FIRM

By: _____
R. REX PARRIS
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

LAW OFFICES OF MILTON C. GRIMES

By: _____
MILTON GRIMES
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

WOODRUFF, SPRADLIN & SMART, APC

By: _____
OMAR SANDOVAL
Attorney for Defendant CITY OF GARDEN
GROVE

DATED: 1/25, 2016

By: _____
MARK S. ROSEN
Attorney for Intervenor CENTRAL GARDEN
GROVE NEIGHBORHOOD ASSOCIATION

EXHIBIT 1

STIPULATION FOR ENTRY OF JUDGMENT

1 WOODRUFF, SPRADLIN & SMART, APC
2 OMAR SANDOVAL – State Bar No. 175050
3 JAMES H. EGGART - State Bar No. 219951
4 jeggart@wss-law.com
5 555 Anton Boulevard, Suite 1200
6 Costa Mesa, CA 92626-7670
7 Telephone: (714) 558-7000
8 Facsimile: (714) 835-7787

9 Attorneys for Defendant
10 CITY OF GARDEN GROVE, a public entity

11 SHENKMAN & HUGHES PC
12 KEVIN L. SHENKMAN – State Bar No. 223315
13 MARY R. HUGHES – State Bar No. 222622
14 JOHN L. JONES – State Bar No. 225411
15 28905 Wight Road
16 Malibu, California 90265
17 Telephone: (310) 457-0970

18 Attorneys for Plaintiff
19 RICKK MONTOYA

20 **(Counsel for Plaintiff and Intervenor Continued on next page)**

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19 RICKK MONTOYA,
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21 Plaintiff,
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23 v.
24 CITY OF GARDEN GROVE,
25 CALIFORNIA; and DOES 1-100, inclusive,
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27 Defendants.

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CASE NO.: 30-2015-00799522

ASSIGNED FOR ALL PURPOSES TO
THE HONORABLE FREDERICK P.
AGUIRRE
DEPARTMENT: C23

**STIPULATION FOR ENTRY OF
JUDGMENT; [[PROPOSED]
JUDGMENT filed concurrently herewith]**

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RICKK MONTOYA

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marksrosen@aol.com

- 13 Attorney for Intervenor
- 14 CENTRAL GARDEN GROVE NEIGHBORHOOD ASSOCIATION

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1 Plaintiff RICKK MONTOYA ("Montoya" or "Plaintiff"), Defendant CITY OF
2 GARDEN GROVE, a public entity ("City" or "Defendant"), and Intervenor CENTRAL
3 GARDEN GROVE NEIGHBORHOOD ASSOCIATION ("GGNA" or "Intervenor") hereby
4 stipulate and agree as follows:

5 1. The City is currently governed by a City Council comprised of four members
6 which are elected pursuant to an "at-large method of election," as defined in the California
7 Voting Rights Act of 2001, California Elections Code §14025 *et seq.* (hereafter, the
8 "CVRA"), and a directly elected at-large Mayor.

9 2. On or about July 20, 2015, Montoya filed this action alleging one cause of
10 action against the City for violation of the CVRA. The complaint alleges that City elections
11 are characterized by racially polarized voting and that the City's at-large method of election
12 for electing members of its City Council, including the Mayor, prevents Latino residents of
13 the City from electing candidates of their choice or influencing the outcome of City
14 elections, in violation of the CVRA.

15 3. The City answered Montoya's complaint on or about September 8, 2015.

16 4. On or about October 23, 2015, the Court entered a judgment against the City
17 pursuant to the stipulation of Montoya and the City. Said judgment required City to replace
18 the City's existing at-large method of electing four City Council members and the Mayor
19 with a district-based system in which all five City Council members must reside within, and
20 be nominated and elected by voters within, five non-overlapping, geographically defined
21 districts.

22 5. On or about January 5, 2016, the court set aside the judgment entered on
23 October 23, 2015 and permitted GGNA to intervene in the action and file a complaint in
24 intervention. On or about January 13, 2016, GGNA filed a first amended complaint in
25 intervention. GGNA's complaint in intervention alleges in part that elimination of the office
26 of directly elected Mayor without prior voter approval is an impermissible and inappropriate
27 remedy under the CVRA, and that any remedy creating districts for the election of City
28 Council members can preserve a directly elected mayor.

1 6. Neither the City nor Montoya has answered GGNA’s first amended complaint
2 in intervention, and the matters raised therein are not yet at issue.

3 7. The City is committed to implementing by-district elections for City Council
4 Members and recognizes the risks inherent in litigation over the allegations of Montoya’s
5 complaint and GGNA’s complaints in intervention, and, thus, has agreed to a stipulation for
6 entry of judgment on the terms set forth herein.

7 8. The Parties recognize that litigation under the CVRA can be time consuming
8 and expensive. The City desires to: (a) implement by-district elections for City Council
9 members in a transparent, but expeditious manner, consistent with applicable law; (b) avoid
10 future claims that its present at-large method of election for City Council members violates
11 the CVRA; and (c) avoid unnecessary, expensive, and protracted litigation regarding the
12 claims in Montoya’s complaint and GGNA’s complaints in intervention.

13 9. The City recognizes that the CVRA provides greater protection to minority
14 groups than federal law, and that the California law favors district-based elections. The
15 Parties desire to protect the rights of all residents of the City, and to encourage voter
16 participation in municipal elections.

17 10. The Parties have entered into a written settlement agreement addressing
18 payment of Parties’ respective attorney’s fees and litigation expenses in conjunction with this
19 action.

20 11. Accordingly, the Parties hereby stipulate that judgment be entered according to
21 the following terms. The Parties agree: (i) that said judgment constitutes a permissible and
22 appropriate remedy pursuant to Elections Code Section 14029; (ii) that the payments by City
23 described in Subsection 11(g), below, fully satisfy all reasonable attorney’s fees and
24 litigation expenses and costs to which Montoya and/or GGNA are or may be entitled
25 pursuant to Elections Code Section 14030, Code of Civil Procedure Section 1021.5, or other
26 applicable law, in connection with the above-captioned case.

27 a. Establishment of “By-District” Elections System by City Council.
28 Subject to the requirements of the Ralph M. Brown Act, Government Code §§54950 *et seq.*,

1 and Elections Code §10010, on or before May 31, 2016, the City Council of the City of
2 Garden Grove (“City Council”) shall adopt a resolution or ordinance to replace the City’s
3 existing at-large method of electing four (4) City Council members (other than the Mayor)
4 with a district-based system in which each of six (6) City Council members (other than the
5 Mayor) resides within, and is nominated and elected by voters within, six non-overlapping,
6 geographically defined districts, and the Mayor continues to be elected at-large (“By-District
7 Election System”). The ordinance or resolution shall include a map containing the six (6)
8 electoral districts (the “Electoral District Map”) and a transition plan from at-large elections
9 to by-district elections. The first elections for members of the City Council pursuant to the
10 By-District Election System shall be at the general municipal election held in November
11 2016, and the ordinance or resolution shall specify four electoral districts to be filled in that
12 election and specify that the term of office for City Council members elected from three of
13 the districts shall be four years and that the initial term of office for the City Council member
14 elected from one of the districts shall be two years. The City Council in its sole discretion
15 shall determine the four electoral districts to be filled in 2016 and the one district the City
16 Council member from which will serve an initial two year term (the “Initial Two-Year
17 District”), except that the district with the highest proportion of Latinos by citizen-voting-
18 age-population shall be filled in 2016. The election of City Council members from the two
19 districts not filled in the November 2016 election, along with the election of the City Council
20 member from the Initial Two-Year District, shall be at the general municipal election held in
21 November 2018, and the ordinance or resolution shall specify that the term of office for City
22 Council members elected from each of these three of the districts shall be four years. The
23 ordinance or resolution will become effective upon its adoption by the City Council (or thirty
24 days thereafter in the case of an ordinance), without approval of the voters of the City of
25 Garden Grove at-large. The adoption of the ordinance or resolution establishing the By-
26 District Election System for City Council members shall not affect elections for, the tenure
27 of, or the term of the office of Mayor of the City of Garden Grove.

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1 b. Development of Electoral District Map. The Electoral District Map
2 shall be designed in accordance with all applicable federal and State law, and the location of
3 the residences of the existing City Council members shall not be taken into account. The
4 process for developing the Electoral District Map shall comply at a minimum with California
5 Elections Code §10010. City will retain Compass Demographics, or another demographics
6 firm mutually acceptable to City and Plaintiff, to assist City to develop the Electoral District
7 Map.

8 c. Sitting City Council Members. The members of the City Council in
9 office on the effective date of the ordinance or resolution establishing the By-District
10 Election System adopted pursuant to Paragraph a, above, shall continue in office until the
11 expiration of their respective terms and until their successors are elected and qualified.
12 Recall proceedings, if any, of such City Council members serving the remainder of an at-
13 large elected term and an election of a successor to such City Council member to complete
14 that term, shall be conducted at-large in accordance with applicable law.

15 d. All Future City Council Elections to be District Elections. Except as
16 provided in Paragraph c, above, all further elections from the date of entry of judgment until
17 the next decennial redistricting cycle in 2021, for any seats on the Garden Grove City
18 Council other than for the office of Mayor, shall be pursuant to the By-District Election
19 System established pursuant to the ordinance or resolution adopted pursuant to Paragraph a,
20 and City shall be permanently enjoined from imposing, applying, holding, tabulating and/or
21 certifying any further at-large elections, and/or the results thereof, for positions on the
22 Garden Grove City Council, other than for the office of Mayor.

23 e. Future Redistricting. Future adjustments to the boundaries of the
24 districts established by the Electoral District Map adopted by the City Council pursuant to
25 Paragraph a, above, shall be made in accordance with federal and state law applicable to
26 general law cities, including, but not limited to, the provisions of California Elections Code
27 §§ 21600 *et. seq.*

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1 f. Montoya's claims as to the Defendants named in Montoya's complaint
2 as "DOES 1-100, inclusive" shall be dismissed.

3 g. Pursuant to agreement of the Parties, City will pay Plaintiff the amount
4 of Two Hundred and Ninety Thousand Dollars (\$290,000) for his attorneys' fees and costs,
5 and City will pay Intervenor the amount of Eighteen Thousand Dollars (\$18,000) for its
6 attorneys' fees and costs. Other than as provided herein, or in a written settlement agreement
7 between the Parties, the Parties shall each bear their own costs and expenses, attorney fees
8 and interest in this action.

9 12. The Parties jointly request that the Court enter judgment consistent with this
10 Stipulation and in the form of the [Proposed] Judgement submitted herewith.

11 13. This Stipulation may be signed in counterparts, each of which shall be
12 considered an original, but all of which shall constitute one stipulation.

13 **IT IS SO STIPULATED**

14
15 DATED: _____, 2016 By: _____
16 RICKK MONTOYA

17 DATED: _____, 2016 CITY OF GARDEN GROVE
18
19 By: _____
20 BAO NGUYEN
21 Mayor

22 ATTEST
23 DATED: _____, 2016 By: _____
24 KATHLEEN BAILOR
25 City Clerk

26 DATED: _____, 2016 CENTRAL GARDEN GROVE NEIGHBORHOOD
27 ASSOCIATION
28 By: _____
MAUREEN BLACKMUN
President

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APPROVED AS TO FORM

DATED: _____, 2016

SHENKMAN & HUGHES PC

By: _____
KEVIN SHENKMAN
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

R. REX PARRIS LAW FIRM

By: _____
R. REX PARRIS
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

LAW OFFICES OF MILTON C. GRIMES

By: _____
MILTON GRIMES
Attorney for Plaintiff RICKK MONTOYA

DATED: _____, 2016

WOODRUFF, SPRADLIN & SMART, APC

By: _____
OMAR SANDOVAL
Attorney for Defendant CITY OF GARDEN
GROVE

DATED: _____, 2016

By: _____
MARK S. ROSEN
Attorney for Intervenor CENTRAL GARDEN
GROVE NEIGHBORHOOD ASSOCIATION

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18 Attorneys for Plaintiff
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20 **(Counsel for Plaintiff and Intervenor Continued on next page)**

21 SUPERIOR COURT FOR THE STATE OF CALIFORNIA
22 FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

23 RICKK MONTOYA,
24 Plaintiff,

25 v.

26 CITY OF GARDEN GROVE,
27 CALIFORNIA; and DOES 1-100, inclusive,
28 Defendants.

CENTRAL GARDEN GROVE
NEIGHBORHOOD ASSOCIATION,
Intervenor

CASE NO.: 30-2015-00799522

ASSIGNED FOR ALL PURPOSES TO
THE HONORABLE FREDERICK P.
AGUIRRE
DEPARTMENT: C23

[PROPOSED] JUDGMENT

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14 CENTRAL GARDEN GROVE NEIGHBORHOOD ASSOCIATION

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1 Plaintiff RICKK MONTOYA (“Montoya” or "Plaintiff"), Defendant CITY OF
2 GARDEN GROVE, a public entity ("City" or “Defendant”), and Intervenor CENTRAL
3 GARDEN GROVE NEIGHBORHOOD ASSOCIATION (“GGNA” or “Intervenor”), having
4 stipulated to all terms and conditions set forth herein, and having requested the Court to
5 make and enter a Judgment consistent with said stipulation, the Court renders its judgment as
6 follows:

7 **IT IS HEREBY ORDERED, JUDGED, AND DECREED AS FOLLOWS:**

8 1. Judgment is hereby entered as follows:

9 A. Establishment of “By-District” Elections System by City Council.

10 Subject to the requirements of the Ralph M. Brown Act, Government Code §§54950 *et seq.*,
11 and Elections Code §10010, on or before May 31, 2016, the City Council of the City of
12 Garden Grove (“City Council”) shall adopt a resolution or ordinance to replace the City’s
13 existing at-large method of electing four (4) City Council members (other than the Mayor)
14 with a district-based system in which each of six (6) City Council members (other than the
15 Mayor) resides within, and is nominated and elected by voters within, six non-overlapping,
16 geographically defined districts, and the Mayor continues to be elected at-large (“By-District
17 Election System”). The ordinance or resolution shall include a map containing the six (6)
18 electoral districts (the “Electoral District Map”) and a transition plan from at-large elections
19 to by-district elections. The first elections for members of the City Council pursuant to the
20 By-District Election System shall be at the general municipal election held in November
21 2016, and the ordinance or resolution shall specify four electoral districts to be filled in that
22 election and specify that the term of office for City Council members elected from three of
23 the districts shall be four years and that the initial term of office for the City Council member
24 elected from one of the districts shall be two years. The City Council in its sole discretion
25 shall determine the four electoral districts to be filled in 2016 and the one district the City
26 Council member from which will serve an initial two year term (the “Initial Two-Year
27 District”), except that the district with the highest proportion of Latinos by citizen-voting-
28 age-population shall be filled in 2016. The election of City Council members from the two

1 districts not filled in the November 2016 election, along with the election of the City Council
2 member from the Initial Two-Year District, shall be at the general municipal election held in
3 November 2018, and the ordinance or resolution shall specify that the term of office for City
4 Council members elected from each of these three of the districts shall be four years. The
5 ordinance or resolution will become effective upon its adoption by the City Council (or thirty
6 days thereafter in the case of an ordinance), without approval of the voters of the City of
7 Garden Grove at-large. The adoption of the ordinance or resolution establishing the By-
8 District Election System for City Council members shall not affect elections for, the tenure
9 of, or the term of the office of Mayor of the City of Garden Grove.

10 B. Development of Electoral District Map. The Electoral District Map
11 shall be designed in accordance with all applicable federal and State law, and the location of
12 the residences of the existing City Council members shall not be taken into account. The
13 process for developing the Electoral District Map shall comply at a minimum with California
14 Elections Code §10010. City will retain Compass Demographics, or another demographics
15 firm mutually acceptable to City and Plaintiff, to assist City to develop the Electoral District
16 Map.

17 C. Sitting City Council Members. The members of the City Council in
18 office on the effective date of the ordinance or resolution establishing the By-District
19 Election System adopted pursuant to Paragraph A, above, shall continue in office until the
20 expiration of their respective terms and until their successors are elected and qualified.
21 Recall proceedings, if any, of such City Council members serving the remainder of an at-
22 large elected term and an election of a successor to such City Council member to complete
23 that term, shall be conducted at-large in accordance with applicable law.

24 D. All Future City Council Elections to be District Elections. Except as
25 provided in Paragraph C, above, all further elections from the date of entry of judgment until
26 the next decennial redistricting cycle in 2021, for any seats on the Garden Grove City
27 Council other than for the office of Mayor, shall be pursuant to the By-District Election
28 System established pursuant to the ordinance or resolution adopted pursuant to Paragraph a,

1 and City shall be permanently enjoined from imposing, applying, holding, tabulating and/or
2 certifying any further at-large elections, and/or the results thereof, for positions on the
3 Garden Grove City Council, other than for the office of Mayor.

4 E. Future Redistricting. Future adjustments to the boundaries of the
5 districts established by the Electoral District Map adopted by the City Council pursuant to
6 Paragraph A, above, shall be made in accordance with federal and state law applicable to
7 general law cities, including, but not limited to, the provisions of California Elections Code
8 §§ 21600 *et. seq.*

9 2. Plaintiff's claims as to the Defendants named herein as "DOES 1-100,
10 inclusive" are hereby dismissed.

11 3. Pursuant to agreement of the Parties, City will pay Plaintiff the amount of Two
12 Hundred and Ninety Thousand Dollars (\$290,000) for his attorneys' fees and costs, and City
13 will pay Intervenor the amount of Eighteen Thousand Dollars (\$18,000) for its attorneys'
14 fees and costs. Other than as provided herein, or in a written settlement agreement between
15 the Parties, the Parties shall each bear their own costs and expenses, attorney fees and
16 interest in this action.

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DATED: _____

By: _____

HONORABLE FREDERICK P.
AGUIRRE JUDGE OF THE ORANGE
COUNTY SUPERIOR COURT