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10 ELVETA LOUISE FRANCIS, et al.

REC'D
FILED
AUG 23 2012 LOS ANGELES SUPERIOR COURT
FILING WINDOW SEP 27 2012
JOHN A. CLARKE, CLERK
Michael Rivera
BY M. RIVERA DEPUTY

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 ELVETA LOUISE FRANCIS,
14 individually, and as class representative,

15 Plaintiffs,

16 vs.

17 STATE OF CALIFORNIA;
18 CALIFORNIA DEPARTMENT OF
19 CORRECTIONS AND
20 REHABILITATION, et al.

21 Defendants.

Case No. BC302856

[Hon. Steven J. Kleinfeld]

[PROPOSED] FINAL APPROVAL
ORDER

22 The Joint Motion for Final Approval came on for hearing on September 27. Having
23 reviewed the Joint Motion for Final Approval, and having heard the oral presentations made at
24 the Final Approval Hearing, the Court finds that the terms of the Settlement and Release
25 Agreement ("the Agreement") are fair, adequate, and reasonable and, having considered
26 Plaintiff's Counsel's request for attorneys' fees and costs, and having reviewed the request to
27 appoint a Class Administrator, it is hereby ORDERED, ADJUDGED and DECREED THAT:

28 1. The following terms used in this Final Approval Order shall have the same
meaning as defined in the Agreement, except as may otherwise be ordered:

- a. Action shall mean this case, *Elveta Louise Francis v. State of California, et al.*, Los Angeles County Superior Court Case No. BC302856

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- b. Plaintiff shall mean Elveta Francis, on behalf of herself individually, and as class representative in this Action;
- c. VOA shall mean Defendant Volunteers of America of Los Angeles, a California non-profit corporation (sued as Volunteers of America), and its officers, directors, stockholders, policyholders, partners, employees, agents, servants, representatives, subsidiaries, affiliates, divisions, predecessors or successors in interest, attorneys, administrators, and assigns;
- d. State Defendants shall mean Defendants the State of California, the California Department of Corrections and Rehabilitation (“CDCR”), the Office of Victim Services and Restitution, Terry Boehme, Edward S. Alameida, Steven Cambra, Jr., Teresa Rocha and Sandi Menefee, and their employees, agents, servants, representatives, subsidiaries, affiliates, divisions, predecessors or successors in interest, attorneys, administrators, and assigns. The individual Defendants (Boehme, Alameida, Cambra, Rocha, and Menefee) have been dismissed on September 14, 2011, and;
- e. Credit Class shall mean those inmates for whom CDCR allegedly did not properly credit inmate accounts regarding restitution to pay their victims between January 1, 1999, and the closure of the facilities in the fall of 2008.
- f. Reimbursement Class shall mean those inmates who incurred employment expenses, and were entitled under the Penal Code to reimbursement while housed at the restitution centers between January 1, 1999, and April 1, 2004, but who allegedly did not receive such reimbursements.
- g. Final Approval shall mean that the entry of this order of final approval of the class-action settlement has become final (i.e., the appeals period has run without an appeal having been filed, or an appeal was filed in the final order has been approved and no further appeals are available).

2. Because this Action is for equitable relief only, neither preliminary approval of the settlement, nor class notice or an opportunity to opt out of the settlement, is required. Further, the Court finds that the procedure being utilized here, explained further on, will give notice to

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1 class members, and will only bind those class members who sign the releases and accept the
2 funds, which is equivalent to the opportunity to opt out.

3 3. The Notice Letter attached as Exhibit C to the Declaration of Paul J. Estuar,
4 which shall be mailed to the last known address of each class member, constitutes the best notice
5 practicable under the circumstances, and shall constitute sufficient notice to the Credit and
6 Reimbursement Classes. The Notice Letter adequately explains this Action, the rights of class
7 members, and an explanation of the claims waived by members of the Reimbursement Class to
8 accept and negotiate the reimbursement checks included with the notice they will receive.

9 4. The Settlement Agreement and Mutual Release ("Agreement"), attached as
10 Exhibit A to the Declaration of Paul J. Estuar, is in all respects fair, reasonable, adequate and in
11 the best interests of the Credit Class and the Reimbursement Class. It provides that the reporting
12 and record keeping problems addressed in the lawsuit be remedied to the extent practicable, and
13 that unreimbursed costs incurred by class members be reimbursed using a reasonable
14 methodology to make that determination. The Agreement shall be deemed incorporated herein as
15 if explicitly set forth and shall have the full force of an Order of this Court.

16 5. To the extent that any portion of the Settlement Agreement is inconsistent with
17 this Order, this Order shall govern.

18 6. The Court appoints Kurtzman Carson Consultants LLC ("KCC") as the class
19 administrator.

20 7. Plaintiffs' counsel shall bear the cost of retaining the class administrator, KCC.

21 8. CDCR will reimburse Plaintiffs' counsel for the postage for each letter sent to a
22 class member, at \$.50 per letter, within forty-five (45) days of receiving a written request from
23 Plaintiffs' counsel for such payment.

24 9. Reimbursement Class

25 a. Within in 10 days of Final Approval, the State Defendants shall forward a
26 check to Plaintiffs' counsel, made payable to the class administrator,
27 Kurtzman Carson Consultants LLC, in the amount of Sixty-Nine
28 Thousand, Two Hundred Twenty-Three Dollars and Seventy One Cents
(\$69,223.71), which shall represent payment for the Reimbursement Class.

b. Counsel for the CDCR shall forward a letter of instruction to Plaintiffs'
counsel, based on its records, which shall:

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10. The Credit Class

- a. The State engaged in a systematic review of the existing records pertaining to restitution of former inmates for whose records can be located for the purpose of determining the total restitution paid on their behalf while they were housed in a restitution center.
- b. In advance of this Final Approval Order, the State Defendants were to forward statements to Plaintiffs' counsel reflecting the amount of restitution paid on behalf of those inmates whose CDCR records the state defendants could locate and review and which showed a restitution obligation for the inmate. It has been confirmed at the Final Approval hearing that that process is complete.
- c. KCC shall undertake the process of notifying by letter the individual class members and provide them their individual statements of restitution prepared by CDCR.
- d. Each statement shall be sent to that class member's last known address. For any "bad" addresses, KCC shall not be required to conduct an address search for that class member's current address.

11. The CDCR shall provide a mechanism for handling questions from class members in the form of an e-mail address and a physical address to field written inquiries, if any, from former inmates who may have queries upon receipt of either a reimbursement check or statement of restitution paid. That mechanism shall remain in place for ninety (90) days from the earlier of the first date of mailing statements to the Credit Class, or for 90 days from the first date of mailing checks to the Reimbursement Class. All mailings to class members shall describe the mechanism for handling inquiries from class members including providing a mail and e-mail addresses at CDCR for inquiries.

12. Plaintiffs' counsel's application for an award of attorneys' fees and costs in the amount of \$255,776.29 is hereby granted and shall be paid as follows: within 10 days from Final Approval, the State Defendants shall forward a check payable to Litt, Estuar & Kitson, LLP, in the amount of Two Hundred Thirty Thousand Seven Hundred Seventy-Six Dollars and Twenty-Nine Cents (\$230,776.29); within 10 days of Final Approval, the VOA's insurance carrier shall

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1 forward a check payable Litt, Estuar & Kitson LLP, in the amount of Twenty-Five Thousand
2 Dollars (\$25,000.00).

3 13. Except as otherwise set forth herein, the parties shall bear all of their own costs,
4 fees and expenses related to and raising out of the Action, and/or the Agreement, and/or this
5 Order.

6 14. Upon payment as set forth above by the State Defendants and VOA, Plaintiff shall
7 file a request for dismissal with prejudice of the Action, and secure entry of the final judgment of
8 dismissal. Notwithstanding the dismissal, this Court shall retain jurisdiction to enforce the
9 Agreement and this Order pursuant to Code of Civil Procedure §664.6.

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11 **IT IS SO ORDERED.**

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13 Date: SEPT-27, 2012

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15 _____
16 Hon. Steven J. Kleifield

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 Wilshire Boulevard, Suite 1880, Los Angeles, California 90017.

On August ~~20~~³, 2012, I served true copies of the document described as **[PROPOSED] FINAL APPROVAL ORDER** in sealed envelopes, addressed as stated below:


Hartford Brown
KLINEDINST PC
777 South Figueroa Street; Suite 4700
Los Angeles, California 90017

Dennis E. Raglin
Sedgwick, Detert, Moran & Arnold LLP
333 Bush Street, 30th Floor
San Francisco, California 94104

[XX] BY MAIL - I caused such envelope to be deposited in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully paid. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Outgoing mail is deposited with the U.S. postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

[XX] E-MAIL - Previously served by e-mail on August 17, 2012 by Julia C. White in the form of pdf scans attached as electronic mail sent from jwhite@littlaw.com to the parties stated above.

Executed on August ~~20~~³, 2012, at Los Angeles, California.



Miguel O. Villafuerte

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