

05/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: M. Sanchez Deputy

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City of Santa Clarita*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MICHAEL CRUZ, SEBASTIAN
CAZARES, and NEIGHBORHOOD
ELECTIONS NOW,

Plaintiffs,

v.

CITY OF SANTA CLARITA,

Defendant.

CASE NO. 21STCV47451

**~~[PROPOSED]~~ CONSENT DECREE,
SETTLEMENT AGREEMENT, AND
ORDER**

Action Filed: December 29, 2021
Trial Date: Not set

1 **PROPOSED CONSENT DECREE,**

2 **SETTLEMENT AGREEMENT, AND ORDER**

3 Michael Cruz, Sebastian Cazares, and Neighborhood Elections Now (collectively,
4 **“Plaintiffs”**) sued the City of Santa Clarita, a California general law city and municipal
5 corporation (the **“City”**), under the California Voting Rights Act. Plaintiffs and the City
6 (the **“Parties”**) wish to resolve their differences through a final and binding consent
7 decree (the **“Decree”**), which will become effective if and when the Court enters it as an
8 order.

9 **BACKGROUND**

10 A. The City presently uses an at-large electoral system for the election of its
11 five City Councilmembers.

12 B. On December 29, 2021, Plaintiffs filed a complaint against the City in Los
13 Angeles County Superior Court, *Cruz v. City of Santa Clarita*, No. 21STCV47451 (the
14 **“Action”**). They asserted one claim, for violation of the California Voting Rights Act.
15 According to Plaintiffs, the City’s at-large electoral system has reduced Latino voters’
16 ability to influence the outcomes of Santa Clarita City Council elections and to elect
17 Council candidates of their choice.

18 C. The City has accepted service of the complaint, but its time to respond has
19 not yet run.

20 D. The Parties wish to avoid unnecessary and expensive litigation over
21 Plaintiffs’ California Voting Rights Act claim. So they have agreed to fully and finally
22 settle the Action and any and all matters between them arising out of or relating to it, as
23 well as any claims that could have been raised in connection with it or having anything
24 to do with the City’s system of elections for its Council, under the terms set forth in this
25 Decree.

26 **JURISDICTION**

27 The Court has jurisdiction over the Parties and the subject matter of this Action,
28 and venue is proper in this Court. Plaintiffs assert a claim that authorizes the Court to

1 grant the injunctive relief set forth in this Decree. And this Court will retain
2 jurisdiction over this matter to enforce this Decree.

3 **TERMS OF THE DECREE**

4 **1. Plaintiffs' attorneys' fees and litigation expenses.**

- 5 a. The City will pay \$300,000.00 to Plaintiffs within 30 calendar days of the
6 Court's entry of this Decree, for the past time and expenses of Plaintiffs'
7 counsel of record, Mr. Scott Rafferty, documentation for which has been
8 has received and is accepted.
- 9 b. The City will also pay \$70,000 to Plaintiffs within 30 days of January 1,
10 2023, for the time spent (and yet to be spent) and expenses incurred (and
11 yet to be incurred) by Mr. Rafferty in connection with the development of
12 the final district map and the related public-hearing process.
- 13 c. Except as otherwise provided in this Paragraph, each Party shall bear its
14 own costs, expenses, and attorneys' fees arising out of or relating to the
15 Action. The Parties recognize and agree that, should the City follow the
16 terms of this Decree, no steps to enforce its terms will be necessary or give
17 rise to a further request for attorneys' fees or expenses.

18 **2. Single-member districts.** The City will institute elections for the five City
19 Council seats by single-member districts beginning with the 2024 City Council election.
20 District-based Council elections will be held at least through the regularly scheduled
21 November 2030 election. No later than June 30, 2023, the Council will pass an ordinance
22 or resolution adopting a map with five Council districts.

23 **3. Preparing the district map and the sequence of elections.** The
24 Parties disagree about whether Elections Code section 10010 applies when a city is
25 adopting district-based elections only after a California Voting Rights Act lawsuit has
26 been filed. Plaintiffs say the answer is no; the City says the answer is yes. The Court
27 need not resolve that dispute because Plaintiffs agree that in this case some version of
28 the public-hearing process called for by section 10010 would be beneficial, and the Court

1 agrees that the process outlined below will give Santa Clarita residents an adequate and
2 meaningful opportunity to participate in the drawing of a Council districting map, such
3 that it effectively satisfies section 10010. The City therefore may conduct a series of
4 public hearings to promote district-based elections and adjust proposed district
5 boundaries. Before those hearings take place, the Parties will work together in an effort
6 to prepare a map that they will present as the joint product of Plaintiffs and the City at
7 the first public hearing.

- 8 a. Counsel for Plaintiffs and the City will use their best efforts to reach
9 agreement on a proposed joint map no later than November 8, 2022. If, as
10 expected, the Parties are able to agree on a proposed joint map, the Council
11 will present it as a joint initial map at the first public hearing. If the Parties
12 are unable to reach agreement on an initial map, two maps will be proposed
13 at the first public hearing (one from the City and one from Plaintiffs).
- 14 b. The Parties will use their best efforts to reach agreement on necessary
15 changes, if any, to their proposed joint map based on updated official data.
- 16 c. The first hearing will take place after November 8, 2022, and before March
17 3, 2023. At this hearing, the public will be invited to provide input regarding
18 the composition of the five districts.
- 19 d. Within 30 days of the initial hearing, counsel for the Parties will meet and
20 confer and use their best efforts to reach an agreement on a revised proposed
21 joint map. If they are able to do so, as they expect they will be, the Council
22 will approve and publish a revised proposed joint map in advance of the
23 second public hearing. If the Parties are unable to reach agreement on a
24 revised proposed map, two maps will be proposed at the second public
25 hearing (one from the City and one from Plaintiffs).
- 26 e. At least seven and no more than 30 days after the publication of the revised
27 version(s) of the proposed map, the City will hold a second hearing at which
28 the public will be invited to provide input regarding the content of the

1 revised version(s) of the proposed map and the proposed sequence of
2 elections. Plaintiffs and Mr. Rafferty will have an opportunity to speak
3 about the revised version(s) of the proposed map at the hearing.

4 f. Even if the hearings are held in person, there will be an option for City
5 residents, including Plaintiffs, and Mr. Rafferty to join the hearings
6 virtually. Interpretation will be available in Spanish.

7 g. Although the remedial district has not yet been finalized, Plaintiffs expect
8 it will be one in which Latinos have a history of consistent support from
9 minority coalition and cross-over voters. The remedy will be tailored to
10 promote voter participation in Council elections, especially among protected
11 classes, and give Latinos (possibly in coalition with other protected classes)
12 the best opportunity to influence the outcome of City Council elections. All
13 districts will comply with state and federal law, including respect for natural
14 boundaries and the integrity of the communities of interest, as Elections
15 Code section 21601 requires.

16 h. If a revised version of the proposed map presented for public comment at the
17 second hearing is further revised during or after that hearing, it will be
18 published and made available to the public at least seven days before being
19 adopted.

20 i. In the event that Plaintiffs are dissatisfied with the map that emerges from
21 their discussions with the Council and/or the two public hearings described
22 above, they may file a motion to set aside the map in favor of a proposal of
23 their own. Briefing on the question whether the City should adopt its
24 preferred map or Plaintiffs' preferred map will be limited by design (to keep
25 costs low and to ensure that the Parties' disagreement does not jeopardize
26 the timely adoption of a final district map). Plaintiffs may file a motion and
27 supporting brief of up to 10 pages, the City may file an opposition brief of up
28

1 to 10 pages, and Plaintiffs may file a reply brief of up to five pages, exclusive
2 of exhibits. There will be no evidentiary hearing.

3 j. The district map will be finalized as soon as is practicable, and it will
4 adopted no later than June 30, 2023, unless the parties are litigating a
5 dispute about the final map under the procedure outlined in Paragraph 3(i).
6 In that event, the Council may not adopt a map until one is approved by this
7 Court.

8 k. The City shall establish, and maintain for at least 10 years after the
9 adoption of Council district boundaries, an internet web page dedicated to
10 districting. The web page may be hosted on the City's existing internet
11 website or another internet website maintained by the City. The web page
12 shall include, or link to, all of the following information: (1) a general
13 explanation of the redistricting process for the city in English and applicable
14 languages; (2) the procedures for a member of the public to testify during a
15 public hearing or to submit written testimony directly to the Council in
16 English or Spanish; (3) a calendar of all public hearing and workshop dates;
17 (4) the notice and agenda for each districting-related public hearing; (5) the
18 video recording and transcript or written summary of each districting-
19 related public hearing; (6) each draft map considered by the Council at a
20 public hearing; (7) the adopted final map of Council district boundaries.

21 **4. Sequence of elections.** The seat representing the remedial district will be
22 up for election in November 2024. Though this district has not yet been finalized,
23 Plaintiffs expect it will be one in which Latinos have a history of consistent support from
24 minority coalition and cross-over voters, such that it will be the district that gives Latinos
25 the most opportunity to influence the outcome of City Council elections.

26 **5. Tesoro annexation.** The population of Tesoro del Valle will be accounted
27 for in the final districting map if possible. If the contemplated annexation of Tesoro Del
28 Valle does not happen in time for it to be added to the final district map (which will be

1 adopted no later than June 30, 2023), Tesoro Del Valle will be added to the closest district
2 after it is annexed.

3 **6. Vacancies.** Vacancies on the Council will be filled according to the
4 Government Code, except insofar as the Council will have the discretion to (1) call for a
5 special election in as few as 60 days (rather than 114), on any Tuesday of the year (rather
6 than the two Tuesdays set aside for elections) and (2) to hold a special election by mail
7 only.

8 a. These modifications of the normal procedures for filling vacancies are
9 warranted to give residents the ability to choose their preferred candidates
10 as soon as possible after the opening of a vacancy, to avoid undue delays in
11 bringing the Council to its full strength, and to save the City the time and
12 resources that would otherwise be spent on a special in-person election.

13 b. Any vacancy created before the regularly scheduled Council election in
14 November 2024 will be filled only until that election, no matter the length
15 of the term won by the Councilmember who vacated the seat.

16 c. In the event of one or more vacancies created before the regularly scheduled
17 Council election in November 2024, the number of Council seats available
18 in each Council election will change. Three seats will be available in
19 presidential-election years, and two will be available in gubernatorial-
20 election years. If there are no vacancies before November 2024, the City will
21 continue to elect two Councilmembers in presidential-election years and
22 three in gubernatorial-election years.

23 **7. Number of districts.** Under no circumstances will the City or the Council
24 take any action to reduce the number of Council districts, including by making one
25 Council seat a mayoral seat elected at-large. In other words, there will be at least five
26 Council districts. This Paragraph expires on November 6, 2030.

27 **8. Litigation standstill.** Upon full execution of this Decree and its
28 submission to the Court as a proposed order, all litigation activities relating to the Action,

1 other than those necessary to effectuate this Decree or to respond to any requests made
2 or orders entered by the Court, will be suspended.

3 **9. Dismissal of lawsuit.** Plaintiffs will voluntarily dismiss the Action after a
4 district-based Council election is held in November 2030.

5 **10. Enforcement.** Except in the event that the parties are litigating a dispute
6 about the final district map under Paragraph 3(i), the Council will pass an ordinance or
7 resolution adopting a map with five Council districts no later than June 30, 2023.

8 a. If the Parties litigate a dispute about the final district map under Paragraph
9 3(i), the City will not adopt a final district map without this Court's
10 approval.

11 b. If the parties are not litigating a dispute about the final district map under
12 Paragraph 3(i) and the City nevertheless does not adopt a map by June 20,
13 2023, Plaintiffs may immediately file a motion for a preliminary injunction
14 seeking compliance with this Decree. The City will not oppose any such
15 motion, provided it is strictly limited to seeking compliance with the express
16 terms of this Decree.

17 **11. Duty to cooperate.** The Parties will use their best efforts to effect the
18 purpose of this Decree, which is to bring district-based Council elections to Santa Clarita
19 beginning with the November 2024 election. If the parties encounter any obstacles to
20 achieving this mutual purpose, they will work together in good faith to attempt to
21 overcome them, presenting any disputes to the Court only as a last resort.

22 **12. Non-opposition and stipulation to permanent injunction in event of**
23 **attempted reversion.** The City will not, before the November 2030 Council election,
24 propose any ordinance, charter provision, referendum, or other legislative action that
25 would provide for Council elections on any basis other than district-based elections. In
26 the event that any such proposed legislative action is introduced in the Council,
27 deliberated by any charter commission, included in a referendum petition or initiative
28 petition for which signatures have been submitted, or enacted as special or general

1 legislation by the State of California, the City will not oppose and will stipulate to an
2 injunction against calling, conducting or certifying any election for the Council other than
3 a district election. This Paragraph expires on November 6, 2030. For the avoidance of
4 doubt, this Court will retain jurisdiction over this matter to enforce this Paragraph of the
5 Decree until the Paragraph expires.

6 **13. No new lawsuits or legal actions.** Plaintiffs, including any current or
7 future subsidiaries, parent organizations, or affiliates under the direction or control of
8 Neighborhood Elections Now, may not file or assist in any way (for example, and without
9 limitation, by soliciting new potential plaintiffs, referring new potential plaintiffs to
10 Plaintiffs' counsel, or providing pleadings, briefs, reports, investigations or any other
11 document or matter prepared in connection with, or anticipation of the Action) any other
12 person or entity to investigate, analyze, prepare for or file, another lawsuit against the
13 Defendants, asserting a violation of the California Voting Rights Act, the federal Voting
14 Rights Act, the Equal Protection Clause, California or federal anti-discrimination
15 statutes, or any other statute or any state or federal constitutional provision addressing
16 or implicating voting rights based on the facts alleged (or that could have been alleged)
17 in the Action. For the avoidance of doubt, this Paragraph does not prohibit legal actions
18 premised on new facts that were not (or that could not have been) alleged in the Action,
19 and this Paragraph expires on November 6, 2030.

20 **14. Release of claims.** In return for the promises and other consideration
21 provided in this Decree, Plaintiffs, for themselves and their past, present or future heirs,
22 beneficiaries, executors, administrators, officers, employees, directors, agents, attorneys,
23 contributors, successors, and assigns ("Plaintiff Releasers"), do, upon the entry of this
24 Decree by the Court, fully release, acquit, waive and forever discharge the City, including
25 its current, past, and future City Councilmembers, administration, employees,
26 consultants, contractors, agents, attorneys, successors, and assigns ("Defendant
27 Releasees"), from any and all claims, actions, causes of action, factual allegations,
28 demands (including, without limitation, demands for equitable and injunctive relief and

1 demands under the California Public Records Act), debts, damages, costs, expenses,
2 including expert fees, losses, or attorneys' fees of whatever nature, involving or relating
3 to the City's electoral system, or elections held thereunder, whether or not known,
4 suspected or claimed, arising out of, based on, or in any way related to (i) the facts alleged
5 (or facts that could have been alleged) in the complaint filed in the Action, or (ii) claims
6 based upon the California Voting Rights Act, the federal Voting Rights Act, California
7 Government Code §§ 34870-34906, California Elections Code § 10010, California
8 Elections Code § 14030, the Equal Protection Clause of the California Constitution or
9 United States Constitution, or California Code of Civil Procedure § 1021.5 ("Released
10 Claims"), which the Plaintiff Releasors have or may have had against the Defendant
11 Releasees based on facts and actions that occurred prior to the execution of this Decree,
12 except for rights to enforce this Decree. For the avoidance of doubt, this Paragraph does
13 not foreclose efforts to enforce this Decree or claims premised on new facts that were not
14 (or that could not have been) alleged in the Action, and this Paragraph expires on
15 November 6, 2030.

16 **15. Express waiver of all claims under California Civil Code section**
17 **1542.** This Agreement extends to all of the above-described Released Claims and
18 potential Released Claims, and the Parties expressly waive, for themselves and all other
19 Releasors, all rights under California Civil Code section 1542 with respect to all such
20 Claims.

21 Section 1542 provides:

22 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
23 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
24 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
25 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
26 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
27 DEBTOR OR RELEASED PARTY."
28

1 Notwithstanding section 1542, the Parties expressly acknowledge that this Agreement is
2 intended to include in its effect, without limitation, all Released Claims described in
3 Paragraph 13, whether known or unknown, whether suspected to exist or not at the time
4 of the execution of this Agreement, which contemplates the extinguishment of all such
5 Claims, except for rights to enforce this Agreement.

6 **16. Non-admission of liability.** This Decree pertains to a disputed claim
7 under a statute, and is not intended to be, and may not be construed as, an admission by
8 any of the Parties or Releasers of any violation of any statute, law, or constitutional
9 provision, or of any other improper or wrongful conduct, for any reason.

10 **17. Admissibility of this Decree.** This Decree shall not be admissible in any
11 legal or administrative proceeding, including proceedings between the City and Plaintiffs,
12 except in a judicial or administrative proceeding for breach of this Decree's provisions.

13 **18. Integration.** This Decree constitutes the final and complete agreement of
14 the Parties and supersedes all prior or contemporaneous negotiations, promises,
15 covenants, agreements, or representations concerning any matters directly, indirectly or
16 collaterally related to the subject matter of the Decree. In entering into this Decree, no
17 Party has relied on any statement, promise, representation or warranty whatsoever that
18 is not expressly set forth in the Decree. In the event of any subsequent litigation,
19 controversy, or dispute concerning any of the Decree's terms, no Party shall be permitted
20 to offer or introduce any oral or extrinsic evidence concerning any other alleged collateral
21 or oral agreement between the Parties.

22 **19. Amendment.** This Decree cannot be amended, modified, or waived except
23 in a writing signed by all Parties that expressly states an intention to modify this
24 Agreement.

25 **20. Governing Law.** This Decree and any claim, dispute, or controversy
26 between the Parties arising out of or relating to this Agreement will be governed by the
27 law of the State of California.

1 **21. Parties equally responsible for drafting.** The Decree may not be
2 construed in favor of or against any particular Party, and it shall be interpreted as if
3 drafted equally by each Party.

4 **22. Representation by counsel.** The Parties have been represented by
5 counsel in negotiations culminating in this Decree. The Parties all read this Decree,
6 reviewed it with counsel, and fully understand the meaning and effect of each and every
7 provision of this Decree, including the meaning and effect of the releases and the waiver
8 of rights under California Civil Code section 1542.

9 **23. Authority.** The undersigned represent that have authority to execute this
10 Decree.

11 **24. Execution in parts.** This Decree may be executed in parts, which will be
12 binding upon the Parties as if all Parties executed the same copy. The Decree may be
13 executed by electronic signatures. Delivery of the Decree bearing an electronic signature
14 or signatures shall have the same force and effect as if the Decree bore an inked original
15 signature or signatures.

16 **25. Fees.** In the event any action in law or equity is initiated by Plaintiffs to
17 enforce the provisions of this Decree, including Paragraph 1(b), and/or in the event
18 Plaintiffs bring a motion under Paragraph 3(i) above, Plaintiffs will be eligible for
19 attorneys' fees if they prevail.

20 **26. Severance.** Once the proposed order is entered by the Court, if any part of
21 this Decree is later declared invalid, void, or unenforceable, that portion shall be deemed
22 severed from the Decree, and the remaining parts shall remain in effect. Upon any
23 binding determination that any part of this Decree is invalid, void, or unenforceable, the
24 Parties shall negotiate in good faith to modify the Decree so as to effect their original
25 intent as closely as possible in a legally enforceable manner.

26 The Parties have executed this Decree on the following dates:

27 DATED: 4/11, 2022

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Michael Cruz

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DATED: April 11, 2022

Sebastian Cazares

DATED: April 11, 2022

executive director
Neighborhood Elections Now

DATED: APRIL 12, 2022

City of Santa Clarita

APPROVED AS TO FORM

DATED: April 11, 2022

LAW OFFICES OF SCOTT RAFFERTY

By:

Scott Rafferty

Attorney for Michael Cruz, Sebastian Cazares,
Neighborhood Elections Now

DATED: April 12, 2022

GIBSON, DUNN & CRUTCHER LLP

By:

Kahn Scolnick

Attorney for the City of Santa Clarita

~~PROPOSED~~ ORDER

This Court has reviewed and carefully considered the terms of this proposed consent decree and is persuaded that there is good cause to enter it. Accordingly, it is

SO ORDERED as of 05/18/2022, 2022.



Hon. Los Angeles Superior Court

Jon R. Takasugi / Judge