



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: May 29, 2014

TO: Mayor and Councilmembers

FROM: Ariel Pierre Calonne, City Attorney

SUBJECT: District Elections And Other Voting System Options

RECOMMENDATION:

That Council review the accompanying discussion, receive public comment, and consider providing direction to staff regarding possible Charter amendments.

DISCUSSION:

On April 29, 2014, Council considered a request from Mayor Schneider and Councilmember White to place an item on the Council agenda regarding a ballot measure for hybrid at-large/district elections. Council decided that it would conduct a community workshop to further examine the issues associated with district elections in general.

This report is intended to provide background information to facilitate Council's discussion at the workshop. This report is organized into four sections: 1) state and local legal framework; 2) types of voting systems; 3) examples of other cities with district elections; and, 4) a brief summary of the California Voting Rights Act.

State and Local Legal Framework

Santa Barbara has "plenary authority" to establish and control the "manner" of electing municipal officers.¹ This authority must be exercised through adoption or amendment of the city charter.² The Santa Barbara City Charter currently provides that: "The elective officers of the City shall consist of a City Council of seven (7) members, including the Mayor, all to be elected from the City at large"³ Accordingly, the City has both the power and obligation to propose charter amendments if it wishes to provide for district or other forms of elections.

¹ Cal. Const., Art, XI, §5(b)(4); *Johnson v. Bradley* (1992) 4 Cal.4th 389, 403.

² Cal. Const., Art, XI, §5.

³ Santa Barbara City Charter, §500

A charter amendment may be proposed by the Council or through an initiative.⁴ Charter amendments to establish district or other forms of elections ordinarily must be submitted to the voters at a statewide general election.⁵ However, a charter proposal that proposes to amend a charter in a manner that does not “alter any procedural or substantive protection, right, benefit, or employment status of any local government employee or retiree or of any local government employee organization” may be submitted to the voters at either a statewide general or primary election, or at a general municipal election.⁶ A charter amendment to provide for district or other forms of elections appears to be appropriately submitted at any of these types of elections.

The manner in which the council districts will be drawn should also be set forth in the charter amendment. Districts may be drawn by the Council itself, an advisory body established by ordinance, or another form of decisionmaking body such as a districting commission established by ordinance or charter.⁷ At least one public hearing must be held by the Council before districts are drawn.⁸ Districts must be “as nearly equal in population as may be according to the latest federal decennial census,” and must be re-evaluated with each new decennial or mid-decennial census, depending what the charter provides.⁹ Council districts are most often drawn by ordinance of the city council with the assistance of demographic experts.¹⁰

Types of Voting Systems

There are at least five types of voting systems in use, or proposed for use, in California. These include:

- At Large
- From District
- By District, including Instant Runoff/Ranked Choice
- Cumulative
- Hybrids

Some basic characteristics of each system are discussed below.

At Large

Santa Barbara currently uses at large voting. Under this system, council candidates may reside anywhere in the City. Each voter, regardless of the location of their

⁴ Cal. Const., Art, XI, §3b.

⁵ Elec. Code, §9255(b)(1)

⁶ Elec. Code, §1415(a)(2)(A).

⁷ Santa Barbara City Charter, §800.

⁸ Elec. Code, §21620.1.

⁹ Elec. Code, §21620.

¹⁰ See, e.g., Attachment 10.

residence, may vote for any candidate. This system may provide assurance that each councilmember will consider all voters to be his or her constituents. On the other hand, at large elections may cause dilution of minority voting power, particularly when the minority group resides in a geographically compact area. At large elections remain the predominant system in small to medium-sized California cities.¹¹

From District

Under this system, council candidates must reside in a specified geographical district of the City. Each voter, regardless of the location of their residence, may vote for any candidate. This hybrid system provides some assurance of geographical representation while possibly providing assurance that each councilmember will consider all voters to be his or her constituents. From district elections are used in Santa Ana and Newport Beach.

By District

The by district voting system requires each council candidate to reside in a specified geographical district of the City. Unlike at large and from district voting, only voters residing in the same district as the council candidate may vote for that candidate. In many by district jurisdictions, the mayor is elected at large. In other jurisdictions, all candidates are elected by district and the mayor is appointed by the council. The by district system may provide assurance that each councilmember will focus more attention on the geographical constituency that makes up his or her district. Where a racial, color, or language minority group resides in a geographically compact area, by district voting may provide a greater opportunity for the election of minority candidates.

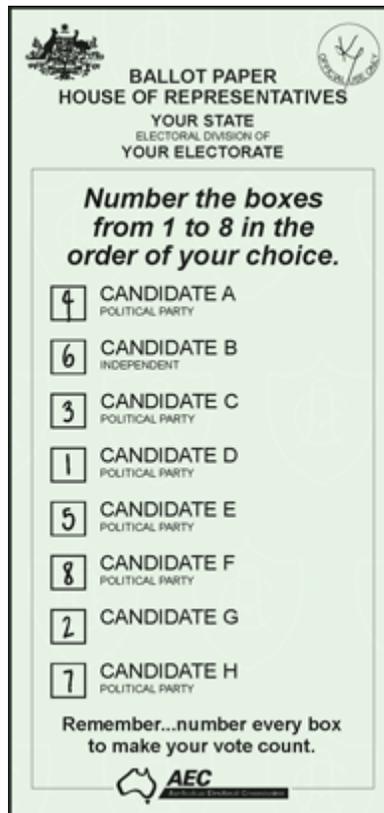
By district elections are used in each of California's largest cities (Los Angeles, San Diego, San Jose, San Francisco, Fresno, Long Beach, Sacramento, Oakland, Bakersfield). By district elections are also used in numerous small to medium-sized cities including Berkeley, Pasadena, Redondo Beach, San Leandro, Chula Vista, Hanford, Colton, Watsonville, Hollister, Sanger, Seal Beach, Dinuba, Parlier, and Bradbury.

//
//
//

¹¹ 441 out of California's 482 cities use at large elections. (National Demographics Corporation – See Attachment 10.)

Instant Runoff/Ranked Choice

Instant runoff/ranked choice voting can be combined with by district elections. It is used in lieu of a primary system in order to assure that each elected official has 50% or more support from the constituents of his or her district. This system is used in combination with by district elections in San Francisco, Oakland, Berkeley and San Leandro. A ranked choice ballot is shown below.



Cumulative

Cumulative voting systems allow each voter several votes, typically the same number as there are open seats. Voters may vote for the candidates singly or cumulatively (thus assigning more than one vote for a given candidate). A cumulative voting ballot is shown below.

Cumulative Ballot

You may offer up to 3 votes.

1	2	3	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Joe Smith
<input checked="" type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Henry Ford
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Jane Doe
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	Fred Rubble
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Mary Hill

RESULT:
2 votes for Ford
1 vote for Hill

This system is not in wide use in California, but has been included as a potential remedy in the settlement of the city of Santa Clarita's recent California Voting Rights Act litigation.¹² Unlike by district voting, this system may provide a greater opportunity for the election of racial, color, or language minority group candidates, regardless whether the minority group voters reside in a geographically compact area.

Hybrids

A chartered city may design many creative hybrid forms of voting systems. As noted above, some cities combine by district elected councilmembers with an at large elected mayor; others elect all councilmembers by district and appoint the mayor. The hybrid at large/district proposal from Mayor Schneider and Councilmember White would have the mayor and two councilmembers elected at large and four councilmembers elected by district. This proposal may provide assurance that each voter would have a majority of the Council who considered them a voting constituent.

¹² See Attachment 2.

Examples of Cities with District Elections

The following table describes numerous smaller to medium-sized cities with district elections, the makeup of the council, whether they are conducted in even years and how council districts are drawn.

City	Council Makeup	Election Year	Districts Drawn By
Berkeley	8 by district, mayor at large	Even year, November, Ranked Choice	Council
Santa Ana	6 from ward, mayor at large	Even year, November	Council
Newport Beach	7 from district, mayor appointed	Even year, November	Council with advisory committee
San Leandro	6 by district, mayor at large	Even year, November, Ranked Choice	Council
Chula Vista (2012)	4 by district , mayor at large	Even year, June primary, November general	Redistricting Commission
Hanford	5 by district, mayor appointed	Even year, November	Council
Colton	6 by district, mayor at large	Even Year, November	Council
Watsonville	7 by district, mayor appointed	Even year November	Council
Hollister	4 by district, mayor at large	Even year November	Council
Sanger	4 by district, mayor at large	Even year November	Council
Seal Beach	5 by district, mayor appointed	Even year, November	Council
Dinuba	5 by district, mayor appointed	Even year, November	Council
Parlier	4 by district, mayor at large	Even year, November	Council
Pasadena	7 by district with primary, mayor at large	Odd year, March primary, April general	Council with advisory commission
Redondo Beach	5 by district, mayor at large	Odd year, March primary, May general	Council
Bradbury	5 by district, mayor appointed	Even year, April	Council

Summary of the California Voting Rights Act

The California Voting Rights Act of 2001 (“CVRA”) was enacted as the state analog to the federal Voting Rights Act of 1965.¹³ The CVRA creates a legal cause of action for members of any racial, color or language minority group who can establish that their votes are weakened through the combination of racially polarized voting and an at-large election system.¹⁴ By district elections appear to be the only form of voting system that is clearly protected against a CVRA challenge.¹⁵ The CVRA does not require proof of intent on the part of the voters or elected officials to discriminate against a protected class.¹⁶ And, unlike the federal law, the CVRA does not require a showing that members of a protected class live in a geographically compact area.¹⁷ This means that a CVRA claim can be established in many cities with a large minority of protected class residents.¹⁸

Under the CVRA, “racially polarized” voting is determined:

“. . .from examining results of elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class. One circumstance that may be considered in determining a violation of Section 14027 and this section is the extent to which candidates who are members of a protected class and who are preferred by voters of the protected class, as determined by an analysis of voting behavior, have been elected to the governing body of a political subdivision that is the subject of an action based on Section 14027 and this section. In multiseat at-large election districts, where the number of candidates who are members of a protected class is fewer than the number of seats available, the relative groupwide support received by candidates from members of a protected class shall be the basis for the racial polarization analysis.”¹⁹

The courts’ remedial powers under the CVRA are extremely broad, and specifically include the power to implement “appropriate remedies,” including the “imposition” of

¹³ Elec. Code, §§14025, *et seq.*; 42 U.S.C. §1973

¹⁴ Elec. Code, §§14027, 14028(a).

¹⁵ Elec. Code, §14027.

¹⁶ Elec. Code, §14028(d).

¹⁷ Elec. Code, § 14028(c); *Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660, 667.

¹⁸ According to the 2010 census, 38% of Santa Barbara’s residents are Hispanic or Latino.

¹⁹ Elec. Code, § 14028(b).

district elections.²⁰ The CVRA also allows a prevailing plaintiff to recover attorney's fees and litigation expenses, including, but not limited to, expert witness fees and expenses.²¹

Numerous CVRA cases have been litigated and/or settled by cities.²² Virtually every settlement involves the city changing from an at large voting system to by district elections and payment of substantial attorney's fees. Some settlements also involve a switch to even year elections, although the courts' power to impose that and other remedies upon a chartered city has not been tested. In the Palmdale decision, the trial court rejected the city's argument that its charter-based municipal affairs authority was paramount to the CVRA, finding instead that the statewide concern over the dilution of minority voting rights preempted local control. We have attached a variety of news articles, judgments and settlement agreements to illustrate the range of litigation outcomes.

- ATTACHMENTS:**
1. Palmdale Statement of Decision, July 23, 2013
 2. Santa Clarita Settlement Agreement, March 8, 2014
 3. Anaheim Settlement Agreement, January 7, 2014
 4. Escondido Consent Decree, April 19, 2013
 5. "Settlement in Latino voting case will set Modesto back \$3 million," Modesto Bee, June 6, 2008
 6. "Turlock weighs hiring consultant to propose district boundaries," Modesto Bee, April 21, 2014
 7. "Anaheim City Council settles nearly 2-year old Voting Rights Act lawsuit; Voters to have final say," 89.3 KPCC Blog, January 7, 2014
 8. "Legal bills piling up in Whittier's Latino voting rights lawsuit," Whittier Daily News, March 19, 2014
 9. "Compton plans ballot measure on switching to voting by district," Los Angeles Times, March 1, 2012
 10. "City Council Election Systems," National Demographics Corporation, March 17-20, 2014, Turlock

PREPARED BY: Ariel Pierre Calonne, City Attorney

SUBMITTED BY: Ariel Pierre Calonne, City Attorney

APPROVED BY: City Administrator's Office

²⁰ Elec. Code, § 14029.

²¹ Elec. Code, § 14030.

²² Our research shows that litigation and/or settlements have occurred in Anaheim, Compton, Palmdale, Santa Clarita, Modesto, Turlock, Visalia, Tulare, Madera, Escondido and Whittier. There are numerous school and community college district cases as well.

ORIGINAL FILED

JUL 23 2013

LOS ANGELES
SUPERIOR COURT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JAUN JAUREGUI, EMMETT MURRELL, V.) Case No.: BC 483039

JESSE SMITH, NIGEL HOLLY and)

ANSAR "STAN" MUHAMMAD)

[Tentative and Proposed]
STATEMENT OF DECISION

Plaintiff,)

vs.)

CITY OF PALMDALE,)

Defendants)

The action was tried before the Court on May 6, 2013 through May 15, 2013. Plaintiffs submitted their closing argument on May 22, 2013. Defendant submitted its closing argument on May 31, 2013. On June 6, 2013 plaintiffs submitted their rebuttal argument. After due consideration of those arguments, the evidence presented at trial and the pleadings on file, the court hereby issues its tentative and proposed statement of decision.

1 STATEMENT OF FACTS

2 Plaintiffs' First Amended Complaint sets forth a single cause of action for violation of the
3 California Voting Rights Act of 2001 (CVRA). Plaintiffs bring this action as members of a class
4 of voters protected by the CVRA. It is alleged that the City of Palmdale employs an at-large
5 method of election where voters of the entire jurisdiction elect members of the city council. It is
6 further alleged that this method of electing city council members has resulted in racially
7 polarized voting, thereby impairing the ability of the protected classes to elect candidates or
8 influence the outcome of elections. Defendant City of Palmdale generally denied the allegations
9 of plaintiffs' complainant and set forth as a separate and independent affirmative defense the
10 allegation that there has been no occurrence of racially polarized voting within the City of
11 Palmdale.

12 DISCUSSION

13 The City of Palmdale employs an at-large plurality method of electing its city council.
14 The voters of the city elect every member of the city council. The candidates with a plurality of
15 the votes are elected to the available seats. The California Voting Rights Act (Elections Code §§
16 14025-14032) provides for a private right of action to members of a protected class who reside in
17 a political subdivision where, because of dilution or abridgment of the rights of voters an at large
18 election system impairs the ability of a protected class to elect candidates of its choice or its
19 ability to influence the outcome of an election. (*See, Sanchez v. City of Modesto* (2006) 145 Cal.
20 App.4th 660, 667.) Election Code § 14026(d) defines a "protected class" as a "class of voters who
21 are members of a race, color or language minority group, as this class is referenced and defined
22 in the federal Voting Rights Act." Election Code § 14028 (a) sets forth that a violation "is
23 established if it is shown that racially polarized voting occurs in elections" in the political
24 subdivision. "Racially polarized voting" means voting in which there is a difference...in the
25 choice of candidates or other electoral choices that are preferred by voters in a protected class,

1 and in the choice of candidates and electoral choices that are preferred by voters in the rest of the
2 electorate. Election Code § 14026 (e).

3 The method by which courts identify the presence of racially polarized voting was
4 recognized by the United States Supreme Court in a case decided under the Federal Voting
5 Rights Act, *Thornburg v Giggles* 478 U.S. 30 (1986). In *Gingles*, the Supreme Court approved
6 of the use of “ecological regression” if there are not a sufficient number of homogenous
7 precincts to determine if there is racially polarized voting. The CVRA specifically permits
8 courts to accept this methodology. “Methodologies for estimating group voting behavior as
9 approved in applicable federal cases to enforce the federal Voting Rights Act... to establish
10 racially polarized voting maybe used for purposes of this section to prove that elections are
11 characterized by racially polarized voting.” Election Code § 14026(e).

12 Plaintiffs’ expert and defendant’s expert studied the counsel and mayoral election results
13 for the City of Palmdale since 2000. During that period, only one Latino candidate was elected
14 and no African-American candidates were elected. Indeed, the one Latino candidate was elected
15 in 2001, and none since. The failure of minority candidates to be elected to office does not by
16 itself establish the presence of racially polarized voting. However, the regression analysis
17 undertaken by both experts nevertheless established a clear history of a difference between the
18 choice of candidates preferred by the protected class and the choice of the non-protected class.

19 Plaintiff’s expert, Dr. Morgan Kousser, expressed the opinion that the city of Palmdale’s
20 elections consistently and statistically exhibited racially polarized voting. The court finds the
21 opinions expressed by Dr Kousser to be persuasive. Although the methodology was somewhat
22 different, the statistics compiled by defendant’s expert, Douglas Johnson, likewise note the
23 presence of racially polarized voting. While Mr. Johnson described some of the results as “not
24 stark,” the existence of racially polarized voting in his statistics could not be denied.
25

1 Under the California Voting Rights Act, proof of intent to discriminate against a
2 protected class is not required. Election Code § 14028(d). Moreover, the fact that members of a
3 protected class are not geographically concentrated may not preclude a finding of a racially
4 polarized voting. Election Code § 14028(c). When determining whether there is a violation of
5 Section 14027, the court does not analyze the effectiveness of past campaigns for city council or
6 the qualifications of individual candidates. *See, Ruiz v. Sanata Maria*, 160 F.3d 543 (9th Cir.
7 1998). The court does not consider voter turnout, but rather should consider only actual voting
8 patterns. *Gomes v. City of Watsonville*, 863 F.2d 1407, 1416 (9th Cir. 1988).

9 The court finds a violation of Election Code § 14027. Plaintiffs' evidence established
10 that racially polarized voting occurred in the city council elections for the City of Palmdale.

11 Defendant argues that the California Voting Rights Act is unconstitutional as applied to
12 Palmdale, a charter city. It is contended by the city that Article XI, Section 5(b) of the California
13 Constitution provides plenary authority for a charter city to determine the manner and method in
14 which their voters elect municipal officers. As such, defendant contends that the City Palmdale
15 is immune from any challenge based upon the California Voting Rights Act.

16 In *Sanchez v. City of Modesto* (2006) 145 Cal.App.4th 660, the Court of Appeal for the
17 Fifth District, addressed the constitutionality of the CVRA. The court in *Sanchez* found that the
18 CVRA was not unconstitutional on its face. It determined that the CVRA was race neutral
19 because it did not favor any race over another or allocate burdens or benefits to any group on the
20 basis of race. Therefore the *Sanchez* court determined that the CVRA was not subject to a strict
21 scrutiny analysis and that under a rational basis review, the CVRA readily passed. The *Sanchez*
22 court did not specifically address the question as to whether a charter city is immune from any
23 application of the California Voting Rights Act.

24 Although a charter represents the supreme law of the charter city, it is nevertheless
25 subject to preemption. A state law regulating a matter of statewide concern preempts a

1 conflicting local ordinance if the state law is narrowly tailored to limit its incursion into local
2 interest. *Johnson v. Bradley* (1992) 4 Cal.4th 389, 404. Where the matter at issue implicates a
3 “municipal affair” and “poses a genuine conflict with state law, the question of statewide
4 concern is the bedrock inquiry through which the conflict is adjusted.” *California Fed. Savings
5 & Loan Assn. v. City of Los Angeles* (1991) 54 Cal.3d 1, 17.

6 There can be no question that the dilution of minority voting rights is a matter of
7 statewide concern. Curing vote dilution is a legitimate government interest. *Sanchez v. City of
8 Modesto* (2006) 145 Cal.App.4th 660, 680. In signing the act into law Governor Gray Davis
9 announced: “Given the diverse make up of California voters, this legislation will help to ensure
10 that California’s electoral system is fair, open to and representative of all California voters.”
11 Election Code § 14025, Historical and Statutory Notes. The California Voting Rights Act was
12 “enacted to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of
13 the California Constitution.” Election Code § 14031. A charter city’s plenary power can not
14 exercised in a manner that would violate the fundamental constitutional rights of its citizens. To
15 the extent a conflict exists between the City of Palmdale charter provisions as to the election of
16 its council members and the California Voting Rights Act, the court finds that the city is not
17 immune from state legislative enactments in this area of statewide concern.

18 INTERIM FINDING

19 The court finds in favor of Plaintiffs.

20 The court determines plaintiff to be the prevailing party and awards cost and fees in an
21 amount to be determined on subsequent motion. If no objection is filed within the time
22 proscribed by California Rule of Court 3.1590, the proposed statement of decision will be
23 become final.

24 California Voting Rights Act § 14029 vest the court with broad discretion in
25 implementing appropriate remedies that are tailored to remedy the violation. Upon the filing of

1 the Final Statement of Decision, the court will set this matter for further hearing on the issue of
2 proposed remedies.

3
4
5
6 Date: *July 23, 2013*

7
8 By: *Mark V. Mooney*
9 Mark V. Mooney
10 Judge of the Los Angeles
11 Superior Court
12
13
14
15
16
17
18
19
20
21
22
23
24
25

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by Plaintiffs Jim Soliz and Rosemarie Sanchez-Fraser ("Plaintiffs") and the City of Santa Clarita ("City"). Plaintiffs and the City are collectively referred to herein as the "Parties." This Agreement shall be effective on the day the Agreement is signed by the City ("Effective Date").

RECITALS

A. On June 20, 2013, Plaintiffs filed a Complaint in the Los Angeles County Superior Court against the City designated Case Number BC 512735, which has been assigned to the Honorable Terry A. Green ("Lawsuit").

B. The Lawsuit alleges that the City is in violation of the California Voting Rights Act of 2001 (hereafter "CVRA") contained in California Elections Code Sections 14025 through 14032.

C. The City disputed the allegations of the Lawsuit and denied that the City violated the CVRA.

D. The City is a General Law City and is governed by the California Constitution and the laws of the State of California applicable to general law cities.

E. The City is governed by a five member City Council.

F. Currently, Council Members are elected in April of even numbered years with two Council seats open for election at one election and then two years thereafter three Council seats are open for election.

G. There will be three Council seats open for election in April 2014.

H. The Council seats are elected "at large" meaning that a Council Member can live anywhere within the City and be elected to the City Council by voters living anywhere within the City, as compared to a by-district election system in which Council Members are elected from designated districts within the City by voters living within such districts.

I. Voters in City Council elections are entitled to one vote for each of the Council seats up for election and may only cast one vote per candidate ("Current Voting Method").

J. Statewide general elections in California are held in November of even numbered years.

K. Plaintiffs and the City desire to settle fully and finally all differences between them with regard to the Lawsuit.

NOW, THEREFORE, in consideration of the promises herein contained, IT IS AGREED BY THE PARTIES AS FOLLOWS:

1. The Parties hereby incorporate by reference the foregoing Recitals and agree that said Recitals are true and correct.

2. The City will agendize for City Council consideration an ordinance changing City Council elections, pursuant to Elections Code section 1301, from April to November of even numbered years to coincide with statewide general elections ("Ordinance"). The second reading of the Ordinance will be held within 60 days of the execution of this Agreement by the City. The provisions of the Ordinance will include, but not be limited to, the following:

A. City Council elections will be changed from April of even numbered years to November of even numbered years to coincide with statewide general elections.

B. The City will operate the November City Council election as a concurrent election unless, in connection with any future November election, Los Angeles County approves the consolidation of the City Council election with the statewide general election, in which event the City Council election will be consolidated with the County election.

C. The Ordinance will provide that the first City Council election to be held in November shall be November 2016 or the first Council election that is at least one year after Los Angeles County allows the City Council elections to be changed from April to November, whichever is later.

D. The term of incumbent City Council Members who would otherwise be up for election in April of the year that Council elections are changed to November shall be extended from the April to the date in December of that year when Council Members elected in November take office.

E. The Ordinance is being considered pursuant to a negotiated settlement of the Lawsuit.

F. If the City Council in its discretion does not adopt the Ordinance contemplated herein, then this Settlement Agreement shall be null and void and Court shall vacate the Judgment.

3. If adopted by the City Council, the City will submit the Ordinance to the Los Angeles County Board of Supervisors and request approval of the Ordinance by the County pursuant to Elections Code Section 1301(b).

4. If the Los Angeles County Board of Supervisors does not approve the Ordinance and asserts that the County is entitled to prohibit City from holding a concurrent, but not consolidated, election, then Plaintiffs, at their sole expense, reserve the right to file a separate legal action against the County seeking to compel the County

to approve the Ordinance which must be filed no later than 180 days from the date of the County refusal to approve the Ordinance.

5. If the Los Angeles County Board of Supervisors approves the Ordinance, with or without court order compelling Los Angeles County to do so, or otherwise indicates that the City may hold Council elections in November of even numbered years, then the City will change the Council elections to November of even numbered years in accordance with the provisions of the Ordinance and Elections Code Sections 1301(c) and 10403.5.

6. City will implement cumulative voting subject to, and upon, the following conditions being satisfied and actions taken:

A. The Net Cost for the initial election implementing cumulative voting does not exceed \$400,000. "Net Cost" is defined as the reasonable and necessary expenditures by the City in order to implement cumulative voting, including: (1) any increase in cost between the City's Current Voting Method for the April 2012 Council Election and the least expensive legally permissible cumulative voting method; and (2) the cost to obtain all necessary Federal and State Certifications and approvals ("Certifications"), if any such Certifications are required under the law and required to be borne by the City.

B. The Parties will cooperate in good faith to estimate the Net Cost ("Estimated Net Cost"). In the event of any dispute between the Parties regarding the amount of the Estimated Net Cost, the Court shall resolve such dispute pursuant to its authority under Code of Civil Procedure Section 664.6. If the Estimated Net Cost is more than \$400,000, then there will be no further action taken by City to implement cumulative voting. If the Estimated Net Cost is \$400,000 or less, then the Parties shall proceed with the actions described below in this Paragraph 6.

C. The Parties will request the trial court set a hearing limited to the following legal issue ("Legal Issue"): May a California City adopt a cumulative voting method pursuant to a settlement of a lawsuit alleging violations of the California Voting Rights Act?

D. The trial court hearing is completed on the Legal Issue and the trial court issues an order ("Order") finding that the City may legally change to a cumulative voting method pursuant to a settlement of a lawsuit alleging violations of the California Voting Rights Act. The parties shall jointly schedule a hearing date and briefing schedule with the trial court. The order of the briefing will be as follows: (1) Plaintiffs will begin by filing an Opening Brief on the Legal Issue. (2) City will file an Opposition Brief within 20 days of service of the Plaintiffs Opening Brief. (3) Plaintiffs will file a Reply Brief within 10 days of service of the City's Opposition Brief. The Briefs of the Parties shall be served by electronic mail. There will be no declarations filed by the Parties with the trial court on the Legal Issue. Following the submission of the briefs described herein, the trial

court will hold a hearing on the Legal Issue and there shall be no witnesses permitted at the hearing. The trial court's determination on the Legal Issue (the "Order") shall be final and binding on the Parties. In recognition of the fact that the City is not in any way admitting fault or a violation of the CVRA by virtue of this Settlement Agreement, the Parties agree that neither party will argue to the trial court that cumulative voting is not legally permissible based upon a lack of finding of a violation by the City of the CVRA or that any violation of the CVRA has or has not occurred.

E. If, and once, the trial court issues an Order finding that the City may legally change to a cumulative voting method, then the City will retain a vendor to apply to the State of California to obtain any necessary Certifications for cumulative voting in the event that the California Secretary of State determines that such Certifications are necessary.

F. All necessary Certifications have been obtained, if Certifications are required under the applicable law.

G. After any necessary Certifications are obtained, if any such Certifications are necessary, the Parties will cooperate in good faith to determine the actual Net Cost ("Actual Net Cost"). In the event of any dispute between the Parties regarding the amount of the Actual Net Cost, the Court shall resolve such dispute pursuant to its authority under Code of Civil Procedure Section 664.6. If the Actual Net Cost is more than \$400,000, then there will be no further action required to be taken by the City to implement cumulative voting. However, the City may choose to implement cumulative voting even if the Actual Net Cost is more than \$400,000. If the Actual Net Cost is \$400,000 or less, then the Parties shall be governed by the provisions of Paragraph 11 of this Agreement.

H. If the Actual Net Cost is \$400,000 or less and the trial court Order finds that the City may legally change to a cumulative voting method, then the City will change to cumulative voting for the next scheduled election that is at least one year after the later of the following dates: (1) The date the Order is issued or (2) The date that any and all necessary Certifications are obtained.

7. If there is a lawsuit filed by any person challenging any of the terms of this Agreement ("Legal Challenge") and the trial court in that Legal Challenge issues a judgment finding that the City may not legally comply with one or more of the terms of this Agreement, then the City may, in its sole discretion, comply with such judgment upon the judgment becoming final or, in the alternative, the City may file an appeal from that court judgment. The City agrees that if Plaintiffs seek to intervene in the Legal Challenge, that the City will not oppose such intervention. If the Plaintiffs do intervene in the Legal Challenge, then such intervention and all costs associated therewith incurred at the trial court and any appellate court level, including, but not limited to, attorney fees, shall be borne by Plaintiffs and the City shall have no obligation for payment of any of those costs.

8. If the City implements a cumulative voting system pursuant to this Agreement, then the City reserves the right to change to another voting method at a future date, no less than ten (10) years following the Effective Date of this Agreement, without further order from the court.

9. If there is a change by the City to a by-district election system (as that term is defined in Government Code Section 34871 (a) or (c), whether by legislation or otherwise, then the City is not required to change to a cumulative voting method or, if the City has already changed to a cumulative voting method under this Agreement, then the City may stop using cumulative voting for City Council elections without further order from this Court.

10. The City will pay attorneys fees to counsel for Plaintiffs in the amount of \$400,000 within 30 calendar days of the earlier of the following two dates:

A. The date that Los Angeles County approves the Ordinance or otherwise indicates that the City may hold its elections on a date coinciding with the statewide general elections, whether consolidated with the Los Angeles County ballot or not, or there is a final judgment by a court of competent jurisdiction declaring that the City Council elections may be held in November of even numbered years notwithstanding any opposition by Los Angeles County, or

B. Any and all necessary Certifications have been obtained for the change to a cumulative voting system, there is an Order issued by the trial court finding the City may legally change to a cumulative voting method, and the Actual Net Cost is determined to be \$400,000 or less either by agreement of the Parties or by the trial court.

11. If payment of attorneys fees to counsel for Plaintiffs is required by Paragraph 10 of this Agreement and if the Actual Net Cost is \$400,000 or less, then the Parties agree:

A. If the County of Los Angeles approves changing the Council Elections to November of even numbered years or otherwise indicates that the City may hold its elections on a date coinciding with the statewide general elections, whether consolidated with the Los Angeles County ballot or not, or there is a final judgment by a court of competent jurisdiction declaring that the City Council elections may be held in November of even numbered years notwithstanding any opposition by Los Angeles County, then the City will pay attorneys fees to counsel for Plaintiffs in the additional amount of \$200,000 within 30 calendar days of the date an Order is issued by the trial court that the City may not legally change to a cumulative voting method.

B. If the trial court Order finds on the Legal Issue that the City may legally change to cumulative voting, then the City shall pay attorneys fees to counsel for Plaintiffs in the additional amount of \$200,000 less 50% of the Actual Net Cost as defined above within 30 calendar days of the later of the following

dates: (1) The date the Order is issued by the trial court or (2) The date the Parties agree in writing on the Actual Net Costs or, if the Parties are unable to agree on the Actual Net Cost, then the date of the decision by the trial court setting the amount of the Actual Net Cost.

12. This Settlement Agreement shall be null and void unless at least one of the following two events occurs:

A. The City Council elections are changed to November of even numbered years.

B. There is an Order issued by the trial court on the Legal Issue that the City may legally change to a cumulative voting method (as discussed above), any and all necessary Certifications are obtained, and the Actual Net Cost is determined to be \$400,000 or less either by the agreement of the Parties or by the trial court.

13. Except for the attorneys fees payable to counsel for Plaintiffs as provided in this Agreement, the Parties agree that all other costs incurred both before and after the Effective Date of this Agreement including, but not limited to, attorney fees and expert fees, shall be borne by the party who incurred those costs.

14. The Parties agree that this Agreement will be presented to the City Council for approval following signature of this Agreement by the Plaintiffs and their counsel. If the City Council approves this Agreement, then the Agreement will be signed by the City Manager and the City Council will announce the approval of this Agreement during an open session of the City Council and present to the public at that open session a statement regarding the Agreement.

15. Plaintiffs acknowledge and agree that, as a material inducement to the City to enter into this Agreement that, except as otherwise provided in this Agreement, this Agreement is intended as a full and complete release and discharge of any and all claims that Plaintiffs may or might have or had by reason of the happening of the incidents alleged in the Lawsuit or based upon any other matter between the Parties arising on or before the Effective Date of this Agreement. Plaintiffs understand and agree FURTHER, THAT ALL THEIR RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE ARE HEREBY EXPRESSLY WAIVED. Plaintiffs understand that Section 1542 of the California Civil Code 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."

16. Plaintiffs understand and agree that this settlement and the entering into of this Agreement by the City is not an admission of any liability whatsoever for any wrongdoing with respect to Plaintiffs, or any other person or entity, by the City or by any person, firm, officer, official, employee, agent, association, public entity or corporation, but is in compromise of a disputed claim.

17. This Agreement shall be binding upon the individuals and entities signing below and upon their successors, heirs, administrators, representatives, executors, and assigns, and shall inure to the benefit of the individuals and entities signing below and to their heirs, administrators, representatives, executors, successors and assigns.

18. The Changes to Council elections described in this Agreement, including the change of the election date to November of even numbered years and to cumulative voting, are intended to increase voter turn out and reduce the vote dilution, if any, alleged by Plaintiffs in the Lawsuit.

19. This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

20. Any notice to be given hereunder shall be in writing and delivered personally or sent by first class mail, postage prepaid, to the addresses set forth below, or to such other address as either party may designate by written notice to the other:

Jim Soliz and
Rosemarie Sanchez-Fraser

R. Rex Parris
R. Rex Parris Law Firm
43364 10th Street West
Lancaster, California 93534

and

Kevin I. Shenkman
Shenkman & Hughes
28905 Wight Road
Malibu, California 90265

City of Santa Clarita

City Manager
City of Santa Clarita
23920 Valencia Blvd
Santa Clarita, California 91355

and

Joseph Montes, City Attorney
Burke, Williams & Sorensen LLP
444 S. Flower Street, Suite 2400
Los Angeles, CA 94612

21. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, was jointly drafted by the Parties and their legal counsel and shall not be strictly construed for or against any of the Parties.

22. This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement. There shall be three originals of this Agreement with one to be filed with the Court to be attached to a Judgment Pursuant to Settlement, one for the Plaintiffs and one for the City.

23. It is further agreed by the Parties that no term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel against the enforcement of any provisions of this Agreement, except by an express written instrument of the party charged with such a waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

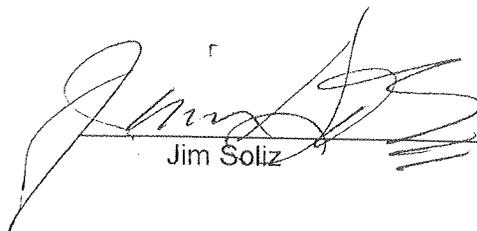
24. This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior Agreements or understandings between the Parties hereto pertaining to the subject matter hereof.

25. This Agreement cannot be amended, altered, modified or superseded except by a written agreement so stating signed by Plaintiffs and the City.

SIGNATURES APPEAR ON FOLLOWING PAGES

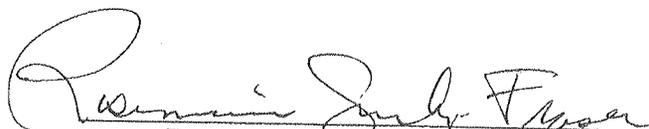
WHEREFORE, the Parties hereby agree to the foregoing terms of this Agreement.

March 8, 2014



Jim Soliz

March 8, 2014



Rosemarie Sanchez-Fraser

City of Santa Clarita

March 11, 2014

by 

Ken Striplin, City Manager

APPROVED AS TO FORM:

Counsel for Jim Soliz and
Rosemarie Sanchez-Fraser

March _____, 2014

R. Rex Parris
R. Rex Parris Law Firm

March 8, 2014



Kevin I. Shenkman
Shenkman & Hughes

Counsel for
City of Santa Clarita

March 11, 2014



Joseph Montes, City Attorney
City of Santa Clarita

APPROVED AS TO FORM:

Counsel for Jim Soliz and
Rosemarie Sanchez-Fraser

March 8, 2014



R. Rex Parris
R. Rex Parris Law Firm

March 6, 2014



Kevin I. Shenkman
Shenkman & Hughes

Counsel for
City of Santa Clarita

March , 2014

Joseph Montes, City Attorney
City of Santa Clarita

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The parties to this SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS ("Agreement") are Jose Moreno, Amin David, and Consuelo Garcia (referred to as "Plaintiffs" herein), on the one hand, and the City of Anaheim, a California charter city and municipal corporation (sometimes referred to as "Defendant" or "City"), on the other. These persons and entity are referred to as "Parties" or "each Party" herein. The terms "Plaintiffs" and "Parties" shall also mean an individual Plaintiff in all instances in which those terms are used in the provisions of this Agreement. This Agreement is effective as of the latest date written next to the signature of a Party to this Agreement.

I. Recitals.

The purpose of this Agreement is to settle the action filed in the Orange County Superior Court under the California Voting Rights Act ("CVRA") entitled *Moreno, et al., v. City of Anaheim*, Case No. 30-2012-00579998-CU-CR-CXC ("CVRA Lawsuit"). Trial of this action is scheduled for March 17, 2014.

The Parties desire to settle the CVRA Lawsuit and to fully and finally settle any and all matters between them arising out of, or relating to, the CVRA Lawsuit, or any claims that could have been raised in connection with the CVRA Lawsuit 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, and without any admission with respect to such matters.

II. Terms and Conditions of the Settlement Agreement.

In consideration of the mutual promises herein, the Parties agree:

1. **Charter Amendment for "By-district" Elections.** On or before February 7, 2014, the City Council of the City of Anaheim ("City Council") will place on its agenda for action a resolution calling an election to place a Charter amendment on the ballot (the "Charter Amendment" or "Charter Amendment measure") that gives voters of the City the ability to decide whether to change the City's electoral system with respect to City Council members (but not the Mayor) from at-large to single-member districts in which City Council members (but not the Mayor) are required to be residents of their respective electoral districts and are nominated and elected by the residents of their respective electoral districts ("by-district elections" or "by-district electoral system").

2. Form and Content of Charter Amendment. The Charter Amendment measure will be substantially similar in form and content to the form of measure attached hereto as Exhibit 1. The City Council retains discretion to make changes to the language of Exhibit 1 after this Agreement is final and before the Charter Amendment measure is considered for placement on the ballot pursuant to Paragraph 1 of this Agreement. The City will advise the Plaintiffs of any such changes that it deems necessary to make. Notwithstanding the previous three sentences, no change to the language of Exhibit 1 shall alter the ability of the voters of the City to decide whether to change the City's electoral system with respect to City Council members (but not the Mayor) from at-large to by-district elections by voting to approve the Charter Amendment measure. Other than as provided in the first sentence of this paragraph, this Agreement does not give the Plaintiffs the right to approve the form or content of the Charter Amendment measure prior to the City Council placing it on the ballot or otherwise to challenge the form or content of the Charter Amendment measure.

3. Ballot Argument in Favor of Charter Amendment Measure. The resolution described in Paragraph 1, above, shall authorize, pursuant to California Elections Code § 9282(b), two or more City Council members who support a change in the City's electoral system to "by-district" elections to file jointly a written Argument in Favor of the Charter Amendment measure. The City Council members authorized to file the Argument in Favor of the Charter Amendment measure shall also jointly file a rebuttal argument, if applicable, in accordance with California Elections Code § 9285. Plaintiffs will be provided the opportunity to review the text of the Argument in Favor of the Charter Amendment measure, and any rebuttal three (3) days before it is filed. Nothing in this Agreement shall be construed to give the Plaintiffs the right to approve the ballot Argument in Favor of the Charter Amendment measure, or any rebuttal filed by the authorized City Council members. Neither the City Council, nor any of its members, shall file a ballot Argument Against the Charter Amendment measure pursuant to Elections Code § 9282(b). On or before February 7, 2014, the City Council shall place on its agenda for action an ordinance pursuant to California Elections Code § 9281 authorizing the Plaintiffs to file the Argument in Favor of the Charter Amendment measure, and any rebuttal, if, and only if, the authorized City Council members fail to file a ballot Argument in Favor of the Charter Amendment measure, or the rebuttal, if applicable. If the Plaintiffs file the ballot Argument in Favor of the Charter Amendment measure or the rebuttal, individual City Council members, in their personal capacities, may sign the Plaintiffs' ballot argument or rebuttal. Other than on an Argument in Favor of the Charter Amendment measure filed by two or more authorized Council members pursuant to Elections Code § 9282 and any rebuttal filed by the two or more authorized Council members pursuant to California Elections Code § 9285, no City Council member shall sign a ballot argument or rebuttal argument using

his or her title as a City Council member for identification purposes in the signature block. Other than as provided in this paragraph, nothing in this Agreement limits the right of any City Council member in his or her personal capacity to campaign for or against the Charter Amendment measure as permitted by law.

4. Informational Language in Resolution Calling the Election on the Charter Amendment Measure. The resolution described in Paragraph 1, above, shall contain informational language contained in the resolution's recitals agreeable to both Plaintiffs and the City, describing the City's "at-large" electoral system, describing a "by-district" electoral system, and describing in neutral terms the circumstances and reasons for which the voters might wish to change the system from "at-large" to "by-district", and which support the City Council's decision to place the Charter Amendment measure on the ballot for voter consideration. This informational language in the resolution calling the election on the Charter Amendment measure shall be identical to the language attached hereto as Exhibit 2. No other recital or matters included in the resolution shall modify or contradict the provisions or language of Exhibit 2. Other than as provided in the first two sentences of this paragraph, this Agreement does not give the Plaintiffs the right to approve the resolution described in Paragraph 1.

5. Suspension of Implementation of Ordinance No. 6280. On or before February 7, 2014, the City Council of the City of Anaheim will place on its agenda for action proposed amendments to Ordinance No. 6280, which enacted residency districts for City Council member (but not Mayoral) elections in 2014 and thereafter. Such proposed amendments shall a) suspend the date for implementation of the residency districts until the 2016 City Council elections and thereafter, so the residency districts would be used only if the Charter Amendment measure is not approved by the voters, b) eliminate the March 1, 2014 completion date for the Councilmanic district mapping process so that the process currently underway is terminated, and c) provide for the commencement of the process for the establishment of Councilmanic districts under Ordinance No. 6280 after the November 4, 2014 general election, if the Charter Amendment measure is not adopted by the voters. In the event that the Charter Amendment measure is approved by the voters at the November 4, 2014 general election, then the City shall thereafter take timely action to repeal Ordinance No. 6280. Except as provided in the preceding sentences of this paragraph, this Agreement does not affect the legislative discretion of the City Council to amend, repeal or otherwise modify Ordinance No. 6280 at any time.

6. Charter Amendment Measure for Residency Districts. On or before February 7, 2014, the City Council will place on its agenda for action the proposed repeal of Resolution No. 2013-110.

7. Charter Amendment Measure for Increase in Size of City Council. On or before February 7, 2014, the City Council will place on its agenda for action proposed amendments to Resolution No. 2013-109 to remove the Charter amendment ballot measure increasing the size of the City Council from four to six members from the June 3, 2014 statewide primary ballot, and place it on the November 4, 2014 general election ballot. It is the intent of the Parties that the only two City Council-proposed Charter amendment ballot measures proposing changes to the City's electoral system appearing on the November 4, 2014 ballot will be the Charter Amendment measure provided for in Paragraph 1, above, and the Charter amendment ballot measure increasing the size of the City Council from four to six members, which is the subject of this Paragraph. Should the City Council, in the exercise of its legislative discretion, later determine to place on the November 4, 2014 ballot another measure or measures proposing changes to the City's Charter or electoral system ("additional measure(s)"), the City will meet and confer with Plaintiffs prior to taking action to place such additional measure(s) on the ballot.

8. Dismissal with Prejudice. Plaintiffs will dismiss with prejudice the CVRA Lawsuit if the City takes all of the following actions: a) adoption of the resolution described in Paragraph 1, above, b) passage of the ordinance referred to in Paragraph 3, above, c) amendment of Ordinance No. 6280 as provided in the first two sentences of Paragraph 5, above, d) repeal of Resolution No. 2013-110 as provided in Paragraph 6, above, and e) amendment of Resolution No. 2013-109 as provided in Paragraph 7, above. The dismissal with prejudice shall be filed within five (5) business days of the last of the foregoing actions to be completed. No Party may appeal that dismissal.

9. Advisory Committee re Electoral Districts. If the Charter Amendment measure is adopted by the voters, the City Council shall thereafter, by resolution, establish a process for the drawing of Councilmanic districts. The process shall include an advisory committee to assist in the development of district maps to recommend for adoption by the City Council for use in the 2016 City Council elections under the "by-district" electoral system. To avoid the appearance of a conflict of interest and to ensure that the advisory committee provides recommendations to the City Council free of any personal goals or desires of its individual members to run for a seat on the City Council of the City of Anaheim, persons who accept appointment to the advisory committee shall, at the time of their appointment, file a written declaration with the City Clerk stating that they will not seek election to a seat on the City Council of the City of

Anaheim in 2016 and/or 2018. The previous sentence does not apply to seeking election to the office of Mayor of the City of Anaheim. It shall not constitute a breach of this agreement if, despite his or her declaration, a member of the advisory committee runs for the office of member of the City Council of the City of Anaheim in 2016 and/or 2018. The declaration by a member of the advisory committee may be enforced by the City in its sole discretion as permitted by law. The advisory committee shall be appointed by the City Council and composed of three retired judges of the Orange County Superior Court who apply, are willing to serve, and who are qualified voters of the City of Anaheim. In the event three such retired judges, who are qualified voters of the City, are not willing to serve, the City Council will select and appoint an advisory committee of up to nine members composed of registered voters of the City who apply and are willing to serve. Appointments to the citizens advisory committee shall be broadly representative, as determined by the City Council in its sole discretion, but subject to the criteria described in this paragraph and in the resolution establishing the committee, of the demographic, geographic, socio-economic and other communities of interest in the City. No person who is a member of the City Council or the Mayor of the City of Anaheim at the time the citizens advisory committee is operational shall serve as a member of the citizens advisory committee.

10. Multilingual Notices and Agenda. Official required notices and agendas (but not agenda material) of the advisory committee described in Paragraph 9, will be translated into Spanish, Chinese, Korean, and Vietnamese. The City will maintain a website for the districting process where notices, agendas, proposed maps, and videography of the committee meetings, among other items, will be posted.

11. Expenses and Attorney's Fees. If the CVRA Lawsuit is dismissed with prejudice pursuant to Paragraph 8 of this Agreement, the City will pay an amount for documented, actual and reasonable attorney's fees as determined by agreement of the Parties. The City will also pay appropriate documented costs and expenses that have been actually incurred pursuant to Code of Civil Procedure § 1033.5 or Elections Code § 14030. No later than thirty (30) days after the execution of this Agreement by the City, the Plaintiffs shall present to the City a fully documented demand for attorneys fees and expenses, including, without limitation, a chronological listing of hours spent on the CVRA Lawsuit, billing rates, and a detailed description of tasks performed for each attorney involved in the CVRA Lawsuit, and billing statements and receipts for each item of cost and expenses actually incurred ("Attorneys' Fee Documentation"). If the Parties agree upon the amount of such fees and expenses, the City will make payment of 50% of the agreed-upon amounts within forty-five (45) days of the date that the CVRA Lawsuit is dismissed with prejudice

pursuant to Paragraph 8 of this Agreement, or of the date of the Parties' agreement with respect to such fees and expenses, whichever date comes later. The balance will be paid within ninety (90) days of the first payment. In addition to attorneys' fees, costs and expenses as provided above, the City will pay Plaintiffs, at the time of the first payment of the agreed amounts, a multiplier on fees equal to \$25,000.00, and no more. If the Parties are unable to reach agreement as to the amount of attorneys' fees and expenses within forty-five (45) days of the City's receipt of the Attorneys' Fee Documentation as provided in this Paragraph, Plaintiffs may file a motion for attorney's fees and expenses pursuant to Elections Code § 14030, as provided in Paragraph 21, below.

12. Litigation Standstill. Upon execution of this Agreement all litigation activities relating to the CVRA Lawsuit other than those necessary to effectuate this Agreement will be suspended and court calendar dates removed, including all pending motions and discovery; the March 17, 2014 trial date will be vacated. Unless otherwise agreed by the Parties, in the event either Party fails to meet any of the deadlines specified in Paragraphs, 1, 3, 5, 6, 7, and 8, above, upon 10 days notice to the other Party, the litigation standstill shall immediately cease.

13. No New Lawsuit. No Plaintiff, nor the Plaintiffs jointly, will file, or assist in any way (for example, and without limitation by soliciting new potential plaintiffs, referring new potential plaintiffs to Plaintiffs' counsel herein, or providing pleadings, briefs, reports, discovery, investigations or any other document or matter prepared in connection with, or anticipation of the CVRA Lawsuit) any other person 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 Complaint or in the First Amended Complaint in the CVRA Lawsuit through 2018.

14. Release of Claims. In return for the mutual promises and other consideration provided in this Agreement, Plaintiffs, for themselves and their past, present or future heirs, beneficiaries, executors, administrators, officers, directors, agents, partners, successors and assigns ("Releasers"), do hereby fully release, acquit, waive and forever discharge Defendant and its past, present or future council members, mayors, administrators, officers, employees, agents, successors and assigns ("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, whether or not known, suspected or claimed arising out of, based on, or in any way related to (i) the facts alleged (or facts that could have been alleged) in

the Complaint and the First Amended Complaint, 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 § 14030, or California Code of Civil Procedure § 1021.5 ("Claims"), which Claims the Releasors have or may have against the Releasees, except for attorney's fees and costs referenced in Paragraph 11, above, and except for rights to enforce this Agreement. In this Paragraph, the conjunctive includes the disjunctive.

15. 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 Plaintiffs for themselves and the other Releasors 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 favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Notwithstanding these provisions of Section 1542, Plaintiffs and Defendant expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all Claims as described in Paragraph 14 based on the facts alleged (or that could have been alleged) in the Complaint or in the First Amended Complaint, 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 attorney's fees and costs referenced in Paragraphs 11, above and except for rights to enforce this Agreement.

16. Non-admission of Liability. This Agreement pertains to disputed Claims under a statute, the CVRA, and is not intended to be, and shall not be construed as an admission by any Party of the applicability of, or any violation of any statute or law or constitution, or any other improper or wrongful conduct. Defendant is entering into this Settlement Agreement to avoid the extremely high cost and expense of litigation, and to permit the voters of the City to decide whether to establish "by-district" elections for City Council members without the coercion or impediment of pending litigation.

17. Interpretation. The interpretation of this Agreement shall be governed by the laws of the State of California and any applicable laws of the

United States. This Agreement shall be construed as though jointly prepared by the Parties and any uncertainty or ambiguity shall not be construed against any one Party.

18. Admissibility of this Agreement. This Agreement constitutes a compromise of disputed claims and shall not be treated as an admission of liability by the City 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 the Plaintiffs 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.

19. After Execution of Agreement, Each Party to Bear Own Attorney's Fees, Costs and Expenses. After execution of this Agreement, and subject to provisions of Paragraph 11 of this Agreement, each Party will bear its/her/his/their own costs, expenses and attorneys' fees of whatever nature or cause, including, without limitation, associated with the ballot arguments, the November 2014 election, or participating in the process of establishing the electoral districts.

20. Jurisdiction and Venue. Subject to Paragraph 21, below, venue over any dispute that may arise under this Agreement shall be in the Superior Court in and for the County of Orange and shall be pursued as a related case to the CVRA Lawsuit. 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, the prevailing party in such action as that term is defined in Code of Civil Procedure section 1032 shall be entitled to recovery of its reasonable attorney's fees and costs, including any costs incurred to retain expert witnesses in connection therewith.

21. Resolution of Disputes And Motion For Attorneys Fees.

A. If a) a dispute arises between the Parties seeking 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, or the settlement, including the interpretation of the language of this Agreement, or b) the Parties are unable to agree on amounts to be paid to the Plaintiffs pursuant to Paragraph 11 for attorneys' fees, costs, and expenses, then prior to filing an action

to enforce this Agreement pursuant to Paragraph 20, above, or a motion for attorneys' fees pursuant to Paragraph 11, above, the Parties agree to mediate such dispute before Hon. Franz Miller, or if Judge Miller should be unwilling or unable to serve as mediator, then before a retired Judge of the Orange County Superior Court agreed to by the Parties. Either the Plaintiffs or the City may initiate that mediation by written notice to the other Party. If the Parties are unable to settle their dispute regarding the amount of attorneys' fees and/or costs to be paid by the City to the Plaintiffs within forty-five (45) days of the initiation of mediation, Plaintiffs may file a motion for attorneys' fees.

B. If Plaintiffs file a motion for attorneys', the City may challenge the reasonableness or appropriateness of any item of fees, costs or expenses but not Plaintiffs' entitlement to fees under Elections Code § 14030. Plaintiffs may recover attorneys' fees incurred in bringing a motion for attorneys' fees, costs and expenses if, and only if, they are successful in being awarded more than the sum of (1) the amount of the City's final written pre-motion offer for payment of attorneys' fees, costs, and expenses, and (2) more than fifty percent (50%) of the difference between that final offer and the Plaintiffs' final pre-motion written demand for attorneys' fees, costs and expenses. Except as provided, above, Plaintiffs shall not receive or be entitled to a multiplier on any fees or expenses awarded to them, even if Plaintiffs file a motion for fees pursuant to this paragraph.

22. Execution in Counterparts. This Agreement may be executed in counterparts, and facsimile or scanned signatures will have the same force and effect as the original.

23. Entire Agreement. The Parties acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of a Party which are not embodied herein, and that no other agreement, representation, inducement or promise not contained in this Agreement shall be valid or binding. Any modification, waiver or amendment of this Agreement will be effective only if it is in writing and signed by the Party to be charged.

24. Representation by Counsel. Each of the Parties expressly acknowledges and represents that it has been represented by counsel in the 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.

25. **Mayor's Authority to Sign on Behalf of City.** The City hereby confirms that upon approval of this Agreement by the City Council, the Mayor is authorized pursuant to Charter § 518 to sign this Agreement on the City's behalf.

26. **Severability.** If any term of this Agreement is declared invalid for any reason, that determination shall not affect the validity of the remainder of the Agreement. The remaining parts of this Agreement shall remain in effect as if the Agreement had been executed without the invalid term.

Dated: 12/31/13

Jose Moreno
Jose Moreno

Dated: 12/30/2013

Amin David
Amin David

Dated: 12/30/2013

Consuelo Garcia
Consuelo Garcia

Dated: 1/7/14

City of Anaheim,
A California Charter City and
municipal corporation

Tom Tait
by: Tom Tait
Mayor

Approved as to form:

Law Offices of Robert Rubin

Robert Rubin
By: Robert Rubin
Attorneys for Plaintiffs

Nielsen Merksamer Parrinello Gross & Leoni, LLP

Marguerite Mary Leoni
By: Marguerite Mary Leoni
Attorneys for Defendant

EXHIBIT 1

TO SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

Attachment No. 1 to City Council Resolution re By District Elections

CHARTER AMENDMENT MEASURE ____

Section 1: TEXT OF AMENDMENTS TO ANAHEIM CITY CHARTER.

The City Charter of the City of Anaheim is hereby amended as follows (underlining showing additions and ~~strike-through~~ showing deletions):

Section 500. CITY COUNCIL. TERMS.

The elective officers of the City shall consist of a Mayor and four City Council members. Commencing with the general municipal election of November 2016, the City Council members shall be residents of their respective Districts, as established pursuant to Section 500.1, and nominated and elected only by the voters of their respective Districts; the City Council shall not submit to the voters any City Council-sponsored Charter amendment (as described in Elections Code section 9255(b)(1)) repealing Charter provisions requiring that City Council members be elected by voters of their respective Districts earlier than after the November 2018 general municipal election. The Mayor shall be elected from the City at large and. The elective officers shall be elected at the times and in the manner provided in this Charter who and shall serve for a term of four years and until their respective successors qualify. The term "City Council," "legislative body," or other similar terms as used in this Charter or any other provision of law shall be deemed to refer to the collective body composed of the Mayor and four City Council members unless such other provision of this charter or other provision of law expressly provides to the contrary or unless such interpretation would be clearly contrary to the intent and context of such other provision.

—The Notwithstanding the second sentence in the first paragraph of this Section 500, or the first sentence in the first paragraph or the first sentence in the third paragraph of Section 501, the Mayor and members of the City Council in office at the time this Charter provision takes effect shall continue in office until the expiration of their respective terms and until their successors are elected and qualified. ~~The Mayor and two members~~ Recall proceedings, if any, of ~~the~~ such City Council shall be elected at members serving the remainder of a term pursuant to this provision, and the general municipal election held in November, 1994 of a successor to such City Council member to complete that term, shall be conducted at large. The Mayor shall be elected at the general municipal election held in November 2014, and each fourth year thereafter. Two members of the City Council shall be elected at the general municipal election held in November, 1996 2016, and each fourth year thereafter. Two members of the City Council shall be elected at the general municipal election held in November 2018, and each fourth year thereafter.

Ties in voting among candidates for office, including the office of the Mayor, shall be settled by the casting of lots.

Section 500.1 DISTRICTS.

For the purpose of electing the members of the City Council commencing with the November 2016 general municipal election, the City shall be divided into single-member districts equal in number to the number of City Council members, exclusive of the Mayor (each such district a "District" and, collectively, "Districts"). The City Council shall, by ordinance or resolution adopted on or before July 8, 2016, establish the names and respective boundaries of the Districts that shall be used for the election of the Council members, and the transition plan from at-large elections to District elections. Said Districts shall be in compliance with applicable laws and such other permissible criteria as the City Council may specify by ordinance or resolution.

Following each decennial federal census, and at other such times that the City Council by at least a two-thirds vote determines that a sufficient change in population has occurred, the City Council shall, by ordinance or resolution, adjust the boundaries of any or all of the Districts of the City so that the Districts shall be as nearly equal in population as may be, consistent with law applicable to the creation and rearrangement of the boundaries of local districts. No ordinance or resolution authorized by this section that would change District boundaries created by a prior ordinance or resolution may be adopted within 180 days prior to any general municipal election.

Any territory annexed to or consolidated with the City shall, prior to or concurrently with completion of the proceedings therefor, be added to an adjacent district or districts by the City Council by ordinance, which addition shall be effective upon completion of the annexation or consolidation proceedings notwithstanding any other provision of the Charter to the contrary.

Section 501. ELIGIBILITY.

No person shall be eligible to hold office as the Mayor or a member of the City Council unless he or she is and shall have been a resident and qualified elector of the City and, with respect to members of the City Council elected by-District, of the District of which he or she seeks office at the time of, and for the thirty-day period immediately preceding, filing of his or her nominating papers or such other equivalent declaration of candidacy as may be required or authorized by law, or at the time of, and for the thirty-day period immediately preceding, his or her appointment to such office.

No employee of the City of Anaheim shall be eligible to hold office as the Mayor or as a member of the City Council. An employee of the City of Anaheim shall resign from such employment prior to being sworn into office as an elected or appointed member of the City Council or as the Mayor. If such employee does not resign his or her employment with the City prior to being sworn into office, such employment shall automatically terminate upon his or her being sworn into office.

Every member of the City Council or candidate for City Council shall be and remain a qualified voter in the District from which he or she seeks office from the time of filing

nomination papers or such other equivalent declaration of candidacy as may be required or authorized by law, throughout the full term of his or her office, if elected or appointed in lieu of election. No creation of a District or change in the boundary or location of any District shall abolish or terminate the term of office of any City Council member prior to the expiration of the term of office for which the member was elected or appointed in lieu of election, notwithstanding any other provision of this Section, Section 500, or Section 500.1.

Section 503. VACANCIES

A vacancy in the office of Mayor or on the City Council, from whatever cause arising, shall be filled by appointment by the City Council, such appointee to hold office until the first Tuesday following the next general municipal election and until his or her successor qualifies. An appointee to the office of Mayor or to the office of member of the City Council shall have the qualifications for that office as set forth in Section 501; provided, however, that the vacancy of a City Council member elected at large may be filled without regard to District residency. At the next general municipal election following any vacancy, a successor shall be elected to serve for the remainder of any unexpired term. As used in this paragraph, the next general municipal election shall mean the next such election at which it is possible to place the matter on the ballot and elect a successor.

If the Mayor or a member of the City Council is absent from all regular meetings of the City Council for a period of thirty days consecutively from and after the last regular City Council meeting attended by such person, unless by permission of the City Council expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be an elector of the City, or (as to any City Council member) ceases to be a resident and elector of his or her District, then his or her office shall become vacant. The City Council shall declare the existence of any such vacancy.

In the event it shall fail to fill a vacancy by appointment within sixty days after such office shall become vacant, the City Council shall cause an election to be held forthwith to fill such vacancy for the remainder of the unexpired term.

Section 2: COMPETING MEASURES, COMPLEMENTARY MEASURES.

If any other measure or measures related to the issues of the method of election of City Council members (including, without limitation, methods requiring City Council members to be residents of the district from which they are elected by the voters of the entire City at-large – sometimes called "from districts" or "residency district" methods) and/or the size of the City Council appear on the same ballot as this Charter Amendment measure, then it is the intent of the voters that the following shall apply:

- (a) This Charter Amendment measure shall not be deemed to conflict with any measure or measures increasing the number of members of the City Council of the City of Anaheim that may be approved by a majority of the voters voting on such measure or measures at the same election. If this Charter Amendment measure and a measure increasing the number of members of the City Council of the City of Anaheim are approved by a majority of the voters voting at the

same election, then this Charter Amendment measure shall be deemed to be complementary to the other measure and both this Charter Amendment and such other measure shall take effect.

(b) In the event that this Charter Amendment measure and another measure or measures changing the method by which members of the City Council of the City of Anaheim are elected (including, without limitation, methods requiring City Council members to be residents of the district from which they are elected by the voters of the entire City at-large – sometimes called "from districts" or "residency district" methods) are approved by a majority of the voters voting at the same election, and this Charter Amendment measure receives a greater number of affirmative votes than any other such measure or measures, then such other measure or measures shall be deemed to be in conflict with this Charter Amendment measure, this Charter Amendment measure shall control in its entirety, and said other measure or measures changing the method by which members of the City Council of the City of Anaheim are elected shall be rendered void and without any legal effect.

(c) Notwithstanding (a), in the event that this Charter Amendment measure changing the method by which members of the City Council of the City of Anaheim are elected and another measure or measures both (1) increasing the number of members of the City Council of the City of Anaheim and (2) changing the method by which members of the City Council of the City of Anaheim are elected are approved by a majority of the voters voting at the same election, and this Charter Amendment measure receives a greater number of affirmative votes than any other such measure or measures both (1) increasing the number of members of the City Council of the City of Anaheim and (2) changing the method by which members of the City Council are elected, then such other measure or measures shall be deemed to be in conflict with this Charter Amendment measure, this Charter Amendment measure shall control in its entirety, and said other measure or measures shall be rendered void and without any legal effect.

Section 3: SEVERABILITY.

It is the intent of the people that the provisions of this Charter Amendment measure are severable and that if any provision of this Charter Amendment measure, or the application thereof to any person or circumstance, is held invalid such invalidity shall not affect any other provision or application of this Charter Amendment measure which can be given effect without the invalid provision or application.

Section 4: EFFECTIVE DATE.

This Charter Amendment measure shall become effective in the manner allowed by law.

Exhibit 2

- 1) THE CITY OF ANAHEIM CURRENTLY ELECTS BOTH ITS MAYOR AND ITS FOUR CITY COUNCIL MEMBERS USING AN AT-LARGE ELECTION SYSTEM. THE CITY INCORPORATED THAT SYSTEM OF ELECTION INTO ITS CHARTER IN 1965 WHEN THE POPULATION OF THE CITY WAS APPROXIMATELY 100,000. TODAY, THE CITY'S POPULATION IS APPROXIMATELY 346,000 AND COVERS APPROXIMATELY 51 SQUARE MILES CONTAINING NEIGHBORHOODS OF DIVERSE DEMOGRAPHIC AND SOCIOECONOMIC CHARACTER.
- 2) THE SYSTEM FOR ELECTING CITY COUNCIL MEMBERS AND THE MAYOR, SET FORTH IN THE CITY CHARTER, CAN BE CHANGED BY THE VOTERS IN ANAHEIM AT AN ELECTION CALLED FOR THAT PURPOSE. THIS MEASURE IS SUBMITTED TO DETERMINE WHETHER THE VOTERS OF ANAHEIM WANT TO CHANGE THE CHARTER PROVISION FOR THE ELECTION OF CITY COUNCIL MEMBERS (BUT NOT THE MAYOR) FROM AT-LARGE TO BY-DISTRICT.
- 3) IN THE AT-LARGE SYSTEM OF ELECTING CITY COUNCIL MEMBERS, CANDIDATES MAY RESIDE IN ANY PART OF THE CITY AND ARE ELECTED BY THE VOTERS OF THE ENTIRE CITY.
- 4) ONE ALTERNATIVE METHOD OF ELECTING CITY COUNCIL MEMBERS WOULD BE TO ELECT COUNCIL MEMBERS WITHIN GEOGRAPHICALLY DEFINED DISTRICTS WITHIN THE CITY ("BY-DISTRICT SYSTEM"). IN A BY-DISTRICT SYSTEM, A CANDIDATE FOR CITY COUNCIL MUST RESIDE IN THE DISTRICT WHICH HE OR SHE WISHES TO REPRESENT, AND ONLY THE RESIDENTS OF THAT DISTRICT GET TO DECIDE WHO THEIR REPRESENTATIVE WILL BE. ANAHEIM DOES NOT CURRENTLY USE THIS METHOD OF ELECTION, BUT OTHER CITIES AND ALL COUNTIES DO.
- 5) IN AN AT-LARGE SYSTEM, BECAUSE CANDIDATES ARE ELECTED BY ALL THE VOTERS IN THE CITY, THEY MUST CAMPAIGN FOR VOTES THROUGHOUT THE ENTIRE CITY. ADVOCATES OF THE BY-DISTRICT SYSTEM POINT OUT THAT SINCE THE CANDIDATES IN A BY-DISTRICT SYSTEM CAMPAIGN FOR ELECTION ONLY IN THE PARTICULAR DISTRICT WHERE THE CANDIDATES RESIDE, THE COST OF CAMPAIGNING MAY BE LOWER THAN IT WOULD BE IF THEY HAD TO CAMPAIGN THROUGHOUT THE ENTIRE CITY.
- 6) ADVOCATES OF THE AT-LARGE SYSTEM POINT OUT THAT SUCCESSFUL CANDIDATES TO THE CITY COUNCIL ARE ACCOUNTABLE THROUGH THE ELECTORAL PROCESS TO VOTERS THROUGHOUT THE CITY, NOT ONLY THE VOTERS IN A PARTICULAR DISTRICT OR GEOGRAPHIC AREA OF THE CITY.
- 7) ADVOCATES OF THE BY-DISTRICT SYSTEM POINT OUT THAT SUCCESSFUL CANDIDATES FOR ELECTION TO THE CITY COUNCIL ARE ACCOUNTABLE THROUGH THE ELECTORAL PROCESS TO THE VOTERS IN THEIR DISTRICTS, AND

NOT TO THE VOTERS THROUGHOUT THE ENTIRE CITY. THUS, A DISTRICT'S COUNCIL MEMBER MAY BE MORE RESPONSIVE TO THE PARTICULAR CONSTITUENT NEEDS IN THE DISTRICT.

8) THE MEMBERS OF THE CITIZENS ADVISORY COMMITTEE, CONVENED BY THE CITY COUNCIL IN AUGUST 2012 TO STUDY THE CITY'S ELECTORAL SYSTEM HAD DIFFERING OPINIONS ABOUT WHICH ELECTORAL SYSTEM THE CITY SHOULD USE, THE COMMITTEE, HOWEVER, UNANIMOUSLY VOTED TO SUPPORT PLACING THE QUESTION OF CHANGING THE CITY'S ELECTORAL SYSTEM TO A BY-DISTRICT SYSTEM ON THE BALLOT.

9) THE QUESTION OF WHETHER TO CHANGE THE AT-LARGE SYSTEM TO A BY-DISTRICT SYSTEM FOR CITY COUNCIL MEMBERS IS THE ONLY QUESTION BEING SUBMITTED TO THE VOTERS FOR THEIR CONSIDERATION IN THE CHARTER AMENDMENT PLACED ON THE BALLOT BY THIS RESOLUTION. THE MAYOR, ACCOUNTABLE TO THE CITY AS A WHOLE, WOULD CONTINUE TO BE ELECTED AT-LARGE.

10) THE CITY COUNCIL BELIEVES THAT THE VOTERS OF ANAHEIM SHOULD HAVE THE OPPORTUNITY TO DECIDE HOW THEY WISH TO ELECT THE CITY COUNCIL MEMBERS AND WHETHER TO CHANGE THE METHOD OF ELECTION OF THE CITY COUNCIL MEMBERS (BUT NOT THE MAYOR) FROM AN AT-LARGE TO A BY-DISTRICT SYSTEM, AS PROPOSED IN THE ATTACHED CHARTER AMENDMENT MEASURE.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JAMES M. FINBERG (SBN 114850)
jfinberg@altshulerberzon.com
SCOTT A. KRONLAND (SBN 171693)
skronland@altshulerberzon.com
P. CASEY PITTS (SBN 262463)
cpitts@altshulerberzon.com
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, California 94108
Telephone: (415) 421-7151
Facsimile: (415) 362-8064

Attorneys for Plaintiffs Demetrio Gomez,
Giovanni Campos, Oscar Gomez, Mateo
Saldivar, and Samuel Saldivar

F I L E D
Clerk of the Superior Court
APR 19 2013
BY Noreen McKinley, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
NORTH COUNTY REGIONAL CENTER

DEMETRIO GOMEZ, *et al.*,)
) Case No: 37-2011-00060480-CU-CR-NC
) [PROPOSED] JUDGMENT
Plaintiff,)
) Unlimited Civil Case
v.)
) Judge Earl H. Maas, III
CITY OF ESCONDIDO, *et al.*)
) Dept. N-28
)
Defendants.)
) Case Filed: December 20, 2011

Good cause appearing:

1. The [PROPOSED] CONSENT DECREE submitted to the Court on March 22, 2013 and attached hereto as Exhibit A, is hereby adopted as an Order of the Court.
2. Judgment pursuant to the Consent Decree's findings of fact and conclusions of law is hereby made and shall be entered by the Clerk pursuant to the terms and conditions set forth in the Consent Decree.
3. The Court reserves exclusive and continuing jurisdiction over this action for the purposes of enforcing the terms of the Consent Decree and providing such further relief as may be appropriate.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4. Plaintiffs' claims under the federal Voting Rights Act of 1965, as amended, 42 U.S.C. §1973 *et seq.*, are hereby dismissed with prejudice.

5. Plaintiffs' claims against the Escondido City Council, the Mayor of Escondido, the Deputy Mayor of Escondido, and the Escondido City Clerk are hereby dismissed.

IT IS SO ORDERED, ADJUDGED AND DECREED this ____ day of ____, 2013.

Hon. Earl H. Maas, III
Superior Court of the State of California
County of San Diego

1 I. INTRODUCTION

2 This lawsuit involves a challenge under both the California Voting Rights Act of 2001,
3 Cal. Elec. Code §14025 *et seq.* ("CVRA"), and the federal Voting Rights Act of 1965, as
4 amended, 42 U.S.C. §1973 *et seq.*, ("FVRA"), to the City of Escondido's current method for
5 electing members of its City Council. Under that system, City Council members are elected "at-
6 large" by all of the voters in Escondido. Plaintiffs claim that racially polarized voting in at-large
7 City Council elections dilutes the voting strength of Escondido's Latino voters and thereby
8 impairs their ability to participate in the political process, to elect candidates of their choice, and
9 to influence the outcome of elections. Plaintiffs claim that the at-large system results in a denial
10 or abridgement of their right to vote on account of their race or color, in violation of state and
11 federal voting rights laws, and that the City is required to replace the current at-large system with
12 a district-based system in which the City Council members are elected from non-overlapping
13 subdivisions of Escondido.

14 The parties desire to avoid unnecessary, expensive, and protracted litigation over State
15 CVRA claims on which Plaintiffs are likely to succeed, and have accordingly entered into this
16 Consent Decree ("Decree"). The parties have stipulated, and the Court finds, that voting within
17 Escondido elections is racially polarized, as defined herein, and that, to the extent necessary to
18 establish a violation of the CVRA, this racial polarization results in the abridgement or dilution
19 of the voting rights of Escondido's Latino citizens, impairing their ability to elect candidates of
20 their choosing and influence the outcome of elections. These facts establish a violation of
21 Plaintiffs' rights under the CVRA, and the parties have accordingly stipulated to Defendants'
22 liability under the CVRA. As part of this Decree, Plaintiffs have agreed to dismiss all FVRA
23 claims with prejudice.

24 To remedy this CVRA violation, the Decree provides that Escondido will replace its
25 existing at-large method for electing City Council members with a method in which City Council
26 members are elected from four distinct districts and the Mayor is elected at-large. The Decree
27 provides that an independent districting commission will create and recommend districts, taking
28

1 into consideration the requirements of state and federal voting rights laws, the desire for
2 geographic continuity and compactness, and the preference to maintain the integrity of
3 neighborhoods and communities of interest. The Decree requires the Commission to involve the
4 public in its decision-making, and prohibits the Commission from drawing any district that
5 violates state and federal voting rights laws. The Commission's districting plan is subject to final
6 approval by the Escondido City Council.

7 This Decree has been voluntarily entered into by the parties to this litigation, has been
8 approved by the Superior Court of the State of California, County of San Diego as to its form and
9 substance, and is entered as an Order of the Court. This Decree finally resolves all claims in the
10 litigation now pending between the parties. The Court retains jurisdiction to enforce the
11 provisions of this Decree.

12 **II. PURPOSE OF THE CONSENT DECREE**

13 The parties have entered into this Consent Decree for the following purposes:

14 A. To resolve all disputes covered by the Decree in such a way as to avoid
15 unnecessary, expensive, and protracted litigation in a case in which Defendants are willing to
16 stipulate to liability;

17 B. To ensure that future elections for the City of Escondido's City Council are
18 conducted under a district-based method of election in compliance with the CVRA; and

19 C. To establish a fair and impartial process, providing adequate public notice and
20 opportunity for comment, for the design and adoption of a plan for electing members of the City
21 Council that replaces the current at-large voting system with a district-based system that provides
22 for four single-member districts that are drawn in compliance with State and federal law.

23 **III. DEFINITIONS**

24 When used in this Decree, the terms defined below shall have the following meanings:

25 A. "Approval Date" means the date upon which the Court signs this Decree.

26 B. "At-large" means a voting system in which the voters of the entire jurisdiction
27 vote for all of the members of the governing body. Cal. Elec. Code §14026(a)(1).

28

- 1 C. "City" means the City of Escondido.
- 2 D. "City Council" means the Escondido City Council.
- 3 E. "Court" means the Superior Court of the State of California, County of San Diego.
- 4 F. "Defendants" means the City of Escondido; the City Council; and the Mayor,
5 Deputy Mayor, and City Clerk, in their official capacities for the City of Escondido.
- 6 G. "District-based" means a method of electing members to the governing body of a
7 political subdivision in which the candidate must reside within an election district that is a
8 divisible part of the political subdivision, and is elected only by voters residing within that
9 election district. Cal. Elec. Code §14026(b).
- 10 H. "Escondido" means the City of Escondido.
- 11 I. "Final Approval" means the entry of this Decree by the Court.
- 12 J. "Political subdivision" means a geographic area of representation created for the
13 provision of government services, including, but not limited to, a city, a school district, a
14 community college district, or other district organized pursuant to state law. Cal. Elec. Code
15 §14026(c).
- 16 K. "Plaintiffs" means Demetrio Gomez, Giovanni Campos, Oscar Gomez, Mateo
17 Saldivar, and Samuel Saldivar.
- 18 L. "Protected class" means a class of voters who are members of a race, color or
19 language minority group, as this class is referenced and defined in the federal Voting Rights Act,
20 42 U.S.C. §1973 *et seq.* Cal. Elec. Code §14026(d).
- 21 M. "Racially polarized voting" means voting in which there is a difference in the
22 choice of candidates or other electoral choices that are preferred by voters in a protected class,
23 and in the choice of candidates and electoral choices that are preferred by voters in the rest of the
24 electorate. Cal. Elec. Code §14026(e).
- 25 N. "Voter" means any person who is a United States citizen 18 years of age or older
26 and who is registered or eligible to vote in Escondido.

27 //

28

1 **IV. LITIGATION BACKGROUND**

2 On December 20, 2011, Plaintiffs (all of whom are Latino voters in Escondido), and the
3 State Building and Construction Trades Council of California filed a complaint alleging that the
4 City's at-large system for electing members of the Escondido City Council dilutes the voting
5 strength of Escondido's Latino voters and thereby impairs their ability to participate in the
6 political process, to elect candidates of their choice, and to influence the outcome of elections.
7 Plaintiffs alleged that the City's at-large system results in a denial or abridgement of their right to
8 vote on account of race or color, in violation of both the CVRA and the federal Voting Rights
9 Act. Plaintiffs sought a declaratory judgment that Escondido's at-large method of electing City
10 Council members violates the CVRA and the federal Voting Rights Act; preliminary and
11 permanent injunctive relief enjoining Defendants from applying the at-large system to future City
12 Council elections; permanent injunctive relief mandating a new district-based system for City
13 Council elections; and attorneys' fees and costs.

14 Defendants demurred to Plaintiffs' complaint, challenging the State Building and
15 Construction Trade Council's standing. The Court sustained Defendants' demurrer and
16 dismissed the Council from the action on March 28, 2012. Defendants thereafter answered the
17 Complaint on April 2, 2012. Defendants denied every allegation in Plaintiffs' complaint and
18 asserted that Plaintiffs were entitled to no relief on their claims under the CVRA or the federal
19 Voting Rights Act.

20 Notwithstanding this denial of liability, Defendants sought to address the claims in
21 Plaintiffs' complaint by including provisions converting the City's at-large method for electing
22 City Council members to a district-based system in a proposed charter for the City, which was
23 under consideration by the City Council prior to the initiation of this lawsuit and which included
24 several provisions unrelated to City Council elections. On May 23, 2012, the City Council voted
25 to include in the proposed charter the following sections:

26 Section 300. Enumeration and Term

27 The elected officers of the City shall consist of:

28 A City Council composed of five members who are registered voters of the City,
four to be residents of their respective Districts and nominated and elected only by
the residents of their respective Districts. The fifth shall be nominated and elected

1 from the City at large and shall hold the office of Mayor.

2 Section 301. Districts

3 For the purpose of electing the members of the Council, excepting the Mayor, the
4 City shall be divided into four Districts. The City Council shall, by ordinance,
5 establish four Districts that shall be used for the elections of Council members,
6 excepting the Mayor. Said Districts shall be in compliance with applicable laws.
7 The ordinance establishing the boundaries of the Districts shall be adopted on or
8 before December 31, 2013.

6 Section 302. Redistricting

7 District boundaries shall be altered when necessary as shown by the most recent
8 federal decennial census, or by more current data certified by the City Council as
9 sufficiently reliable and detailed to serve as a basis for district boundary alteration,
10 or by annexation or consolidation of territory.

9 After a further public hearing held on June 13, 2012, the City Council voted to submit the
10 proposed charter to the voters at the November 6, 2012 general election. The Court stayed
11 proceedings in this case pending the outcome of that election.

12 The voters ultimately rejected the proposed charter. Escondido therefore continues to
13 elect City Council members through its existing at-large system.

14 On November 26, 2012, Defendant City of Escondido filed a statement with the Court
15 expressing Defendants' intent "to resolve this action without continuing litigation." The parties
16 thereafter engaged in extensive settlement discussions and exchanged various proposals
17 regarding injunctive relief. After extensive negotiations, the parties agreed upon the terms of this
18 Decree.

19 **V. JURISDICTION**

20 The Court has jurisdiction over the parties and subject matter of this action, and venue is
21 proper in this Court. The Complaint in this action asserts claims that authorize the Court to grant
22 the injunctive relief set forth in this Decree. The Court shall retain jurisdiction over this matter to
23 enforce the provisions of the Decree, and for such further relief as may be appropriate.

24 **VI. TERM OF THE DECREE**

25 A. The equitable provisions of this Decree are effective immediately upon the
26 Approval Date.

27 B. Except as otherwise provided herein, the provisions of this Decree and the
28

1 agreements contained herein shall remain in effect for a period of five (5) years from the
2 Approval Date, or for a period of one (1) year from the date a final initial Districting Plan is
3 adopted, whichever is later.

4 VII. RELEASE AND DISMISSAL OF CLAIMS

5 Plaintiffs and Defendants hereby stipulate to the dismissal of all claims by Plaintiffs
6 against the City Council, Mayor, Deputy Mayor, and City Clerk. Upon Final Approval of the
7 Decree, for and in consideration of the mutual promises, terms, and conditions by and between
8 Plaintiffs and Defendants set forth herein, the sufficiency of which is expressly acknowledged,
9 the Plaintiffs do hereby fully, finally, and forever release and discharge Defendants and anyone
10 acting in concert with or on behalf of them, from any and all past and/or present claims,
11 demands, actions, causes of action, suits, damages, liabilities, assessments, judgments, attorneys'
12 fees, costs, losses, debts, obligations and expenses, of any and every nature whatsoever, arising
13 from the City's current at-large system for electing City Council members. Provided, however,
14 that this Decree does not constitute a waiver of any claims arising after the Approval Date,
15 including claims arising from any at-large system for electing City Council members that may be
16 established in the future that differs from that set forth in this Consent Decree and claims for any
17 additional attorneys' fees or costs incurred by Plaintiffs after the Approval Date in litigating this
18 lawsuit.

19 VIII. STIPULATION AND DETERMINATION OF LIABILITY

20 A. Factual Findings

21 The parties stipulate to, and the Court makes, the following findings of fact:

22 Existing City Council Election System

23 1. The City of Escondido is a general law city organized under the laws of
24 the State of California, Cal. Gov't Code §34100 *et seq.*, located in the County of San Diego. The
25 City is a political subdivision within the meaning of Cal. Elec. Code §14026(a).

26 2. Escondido is governed by a five-member Escondido City Council, which
27 acts as the governing and legislative body for the City, within the meaning of Cal. Elec. Code
28

1 §14028(a).

2 3. The City Council is composed of the Mayor of Escondido and four City
3 Council members, all of whom serve four-year terms. City Council elections are staggered such
4 that two City Council members are elected every two years.

5 4. City Council elections are conducted by an "at-large method of election,"
6 within the meaning of Cal. Gov't Code §14026(a)(1). All Escondido voters, regardless of where
7 they reside within Escondido, vote for their preferred City Council candidates, and the two
8 candidates who receive the most votes are elected to the City Council.

9 5. Consistent with and in compliance with California law regulating general
10 law cities, the City has used an at-large voting system since its incorporation in 1888.

11 Escondido's Voting Population

12 6. As of the 2010 census, the total population of Escondido was 143,911.

13 7. As of the 2010 census, 48.9% of Escondido's total population, or 70,326
14 residents, were Hispanic or Latino.

15 8. Latinos comprise approximately 26% of Escondido's Citizen Voting Age
16 Population (CVAP).

17 9. Escondido's Latino residents are not evenly dispersed throughout
18 Escondido. Rather, Latino residents are concentrated in specific neighborhoods, including
19 neighborhoods in Escondido's historic central core such as the Mission Park neighborhood.

20 Escondido Has a Pattern of Racially Polarized Voting that Impairs the Ability of Latino
21 Voters To Elect Candidates of their Choice

22 11. Voting in elections for City Council members has been and continues to be
23 racially polarized. Statistical analyses of multiple elections in Escondido show that Escondido's
24 Latino voters tend to vote similarly to one another, while voting differently from non-Latino
25 voters. The pattern of racially polarized voting in City Council elections is statistically
26 significant. Similar statistically significant patterns exist in elections for the California
27 Legislature, in federal elections, and in voting on state ballot initiatives.

28 12. Prior election results demonstrate that Escondido's at-large method of

1 electing members of the City Council impairs the ability of Latino voters to elect candidates of
2 their choice and to influence the outcome of elections.

3 13. Only two Latinos have ever been elected to the Escondido City Council.

4 **B. Conclusions of Law**

5 Based on the foregoing undisputed facts, the parties hereby stipulate to Defendants'
6 liability under the CVRA. Specifically, the parties stipulate to, and the Court makes, the
7 following conclusions of law:

8 1. Latinos are a protected class under the FVRA and the CVRA.

9 2. Voting in elections for City Council members has been and continues to be
10 racially polarized for purposes of the CVRA.

11 3. To the extent necessary to establish a violation of the CVRA, Escondido's
12 at-large method of electing members of the City Council dilutes the voting rights of Latino voters
13 in Escondido, and thereby impairs their ability to elect candidates of their choice and to influence
14 the outcome of elections.

15 4. Given the evidence of racially polarized voting in Escondido, as well as
16 the resulting abridgement or dilution of the voting rights of Latino voters, Escondido's existing
17 at-large voting system for electing members of City Council violates the CVRA.

18 5. The usual, appropriate, and required remedy where a general law city's at-
19 large method of electing City Council members violates the CVRA is to require a new district-
20 based method of election. Cal. Elec. Code §14029 ("Upon a finding of a violation of [the
21 CVRA], the court shall implement appropriate remedies, including the imposition of district-
22 based elections . . .").

23 6. The necessary remedy for the violation of Plaintiffs' rights under the
24 CVRA is the conversion of Escondido's existing at-large method of electing City Council
25 members into a district-based system in which each of the four City Council member resides
26 within, and is elected by voters within, one of four non-overlapping, geographically defined
27 districts, and the Mayor is elected at-large.

1 7. City Attorney Jeffrey Robert Epp has the legal authority to enter into and
2 sign this settlement agreement for the City of Escondido.

3 **IX. PROCESS FOR CONVERSION FROM AT-LARGE TO DISTRICT-BASED**
4 **ELECTION SYSTEM**

5 A. Appointment of Independent Commission. The City shall establish a seven-
6 member independent districting and redistricting commission ("Commission"), which shall be
7 vested with authority to develop an initial district-based plan for future City Council elections.

8 1. To establish a truly independent districting or redistricting commission, the
9 selection process must be free of political influence and must be reasonably representative of the
10 City's diversity.

11 2. Members of the Commission shall be appointed by a panel of three retired
12 judges residing in San Diego County ("Selection Panel"). For the City's initial districting,
13 Counsel for Defendants shall select one retired judge, counsel for Plaintiffs shall select one
14 retired judge, and the two judges so selected shall select the third retired judge who will serve
15 upon the Selection Panel. For each future redistricting, the City Manager will compile a list of
16 retired judges willing to serve on the Selection Panel and residing in San Diego County. The
17 three members of the Selection Panel will be chosen from that list. The names shall be drawn by
18 the City Manager in the fashion described in California Penal Code sections 900(a) and 902. If
19 one seat on the Selection Panel is left vacant due to a lack of qualified individuals willing to
20 serve, that position shall be filled by a retired judge selected by the other two Selection
21 Commission members. The members of the Selection Panel shall be chosen by June 1 of the
22 year in which this Decree is approved, and thereafter by September 1 of every year in which a
23 national decennial census is taken.

24 3. The Escondido City Clerk shall solicit nominations for appointment to the
25 Commission in accordance with this provision by June 1 of the year in which this Decree is
26 approved, and thereafter by September 1 of every year in which a national decennial census is
27 taken. Individuals or organizations desiring to nominate persons for appointment to the
28 Commission shall do so in writing to the City Clerk within the nominating period.

1 4. The City Clerk shall remove from the pool any individual who is not a
2 qualified elector in the City of Escondido or who, within the ten years preceding the date of
3 application:

- 4 a. Was a candidate for local, federal, or California state office;
- 5 b. Was a paid employee or paid consultant of the campaign for a California
6 political candidate or for a California political committee as defined by federal or state law;
- 7 c. Was an official or paid employee of any California political party
8 organization;
- 9 d. Made monetary contributions to California political campaigns or political
10 parties that exceed a total of \$5,000 during a two-year period, which amount shall be adjusted
11 consistent with the consumer price index in future years; or
- 12 e. Is currently a candidate for local, federal, or California state office.

13 5. The Clerk shall transmit the names and information regarding all
14 remaining nominees with the names of corresponding nominating individuals and organizations
15 to the Selection Panel immediately upon the close of nominations. The Selection Panel shall
16 appoint seven (7) individuals to serve as members of the Commission no later than September 1
17 of the year in which this Decree is approved, and thereafter no later than December 1 of every
18 year in which a national decennial census is taken. The Selection Panel shall use its best efforts
19 to appoint people who will give the Commission racial, geographic, social, and ethnic diversity,
20 and who, in its judgment, have a high degree of competency to carry out the responsibilities of
21 the Commission and a demonstrated capacity to serve with impartiality.

22 6. Persons who accept appointment to the Commission shall, at the time of
23 their appointment, file a written declaration with the Clerk stating that within five (5) years of the
24 Commission's adoption of a final districting or redistricting plan, they will not seek election to a
25 City of Escondido or Escondido Unified School District public office. The members of the
26 Commission shall serve until the districting or redistricting plan adopted by the Commission
27 becomes effective and any and all legal and referendum challenges have been resolved. The City
28

1 Council can reconvene the Commission at any time prior to the appointment of the next
2 Commission.

3 7. Any vacancy in the Commission which occurs after the Commission is
4 constituted shall be filled within seven calendar days by the Selection Panel, following the same
5 procedure and using the same criteria established herein.

6 B. Funding of Independent Commission. Within sixty (60) days after the members
7 of the Commission are appointed, the Commission shall adopt a budget and submit it to the City
8 Council. The City Council shall appropriate to the Commission and to the City Clerk the funds
9 necessary for the Commission to accomplish its task, including paying for an expert consultant.

10 C. Retention of Expert Consultant. Once constituted, the Commission shall retain
11 an expert consultant familiar with the requirements of the CVRA and FVRA, census data and its
12 use in redistricting, public engagement in redistricting, and with drawing voting districts.

13 D. Public Hearings and Notice and Comment Period. The Commission shall
14 conduct an open and transparent process that ensures full and meaningful public consideration of
15 and comment on the drawing of district lines.

16 1. The Commission shall provide public notice of and hold a minimum of six
17 (6) public hearings at which all Escondido citizens will have equal opportunity to comment on
18 the drawing of district lines.

19 2. The public hearings shall be held at six geographically diverse locations
20 throughout Escondido. The Commission shall make every reasonable effort to afford maximum
21 public access to its proceedings. In particular, the Commission shall fix the times and locations
22 of the hearings so as to assure accessibility to Escondido's Latino and other ethnic communities,
23 including Escondido's Chinese, Vietnamese, and Filipino communities.

24 3. Notice of each of the public hearings shall be provided in English,
25 Spanish, Chinese, Vietnamese, and Filipino.

26 4. Spanish, Chinese, Vietnamese, and Filipino translation services shall be
27 provided at each of the public hearings.

28

1 E. Preparation of Preliminary Plan. After having heard comments from the
2 public, and no later than 150 days after the Commission's members are appointed, the
3 Commission shall, in consultation with the expert consultant, prepare a preliminary districting
4 plan dividing the City into four (4) Council districts. If adopted by the City, those districts shall
5 be used for all future elections of City Council members, including their recall, and for filling any
6 vacancy in the office of member of the Council until new districts are established. The
7 Commission shall draw the proposed district boundary lines of the City pursuant to the criteria
8 set forth in the following order of priority:

- 9 1. Districts shall comply with the United States Constitution, including
10 containing reasonably equal population.
- 11 2. Districts shall comply with the federal Voting Rights Act.
- 12 3. Districts shall be geographically contiguous and drawn to encourage
13 geographic compactness.
- 14 4. Districts shall be drawn with respect for geographic integrity of any
15 neighborhood and any community of interest, including racial, ethnic, and language minorities, to
16 the extent possible without violating the requirements of any of the preceding provisions.
17 Communities of interest shall not include relationships with political parties, incumbents, or
18 political candidates.
- 19 5. The place of residence of any incumbent or political candidate shall not be
20 considered in the drawing of district boundaries. Districts shall not be drawn for the purpose of
21 favoring or discriminating against an incumbent, political candidate, or political party.

22 F. Production of Preliminary Plan. The Commission shall file its designated
23 preliminary districting plan with the City Clerk, along with a report outlining the bases on which
24 its decisions were made as to district boundaries and explaining its compliance with the criteria
25 outlined in Subsection IX.E of this Decree, including any definitions of any terms or standards
26 used in drawing its draft plan. The preliminary plan and accompanying report shall be made
27 publicly available.

1 G. Public Hearings on Draft Plan. During the thirty (30) day period after filing the
2 designated preliminary districting plan with the City Clerk, the Commission shall hold at least
3 three (3) public hearings in various geographic areas of the City before it makes any
4 modifications. Notice of the public hearings shall be provided in both English and Spanish, and
5 the public hearings shall be conducted in both English and Spanish.

6 H. Approval of Recommended Districting Plan. After having heard comments
7 from the public on the preliminary plan, and no later than forty (40) days after filing the
8 preliminary districting plan with the City Clerk, the Commission shall, in consultation with the
9 expert consultant, approve a Recommended Districting Plan by majority vote. The approved
10 Recommended Districting Plan will be submitted to the City Council for its up or down approval.

11 I. City Council Approval of Final Districting Plan. The City Council shall hold at
12 least one (1) public hearing on the Recommended Districting Plan of the Commission before any
13 adoption of a Final Districting Plan. No later than forty (40) days after submission of the
14 Recommended Districting Plan to the City Council, the City Council shall either approve or
15 disapprove the Recommended Districting Plan in its entirety. If the Council approves the
16 Recommended Districting Plan, it shall become the Final Districting Plan and shall be
17 implemented. If the Council disapproves the Recommended Districting Plan the Council shall
18 submit in writing to the Commission the reasons for such disapproval. The Commission shall
19 consider any reasons for such disapproval submitted to it by the Council and shall consider
20 whether to make alterations to the Recommended Districting Plan in response to such reasons.
21 Within forty (40) days of the City Council's submission of its reasons for disapproval, the
22 Commission shall submit the same or an altered Recommended Districting Plan to the City
23 Council for approval.

24 J. Implementation of Plan.

25 1. Until new districts are established, the districts drawn shall be used for all
26 regular elections of Council members; for the recall of any Council member elected from the new
27 districts; for the appointment of any new Council member to fill a vacancy in the office of
28

1 member of the Council elected from the new districts, and for any special election to fill a
2 vacancy in the office of member of the Council elected from the new districts.

3 2. The first Recommended Districting Plan shall be approved by the City
4 Council no later than 120 days before the November 2014 City Council election. If the City
5 Council has not approved a Recommended Districting Plan by that date, the Recommended
6 Districting Plan most recently submitted to the City Council by the Commission shall become the
7 Final Districting Plan and shall be implemented.

8 3. After the Final Districting Plan has been approved, the City Clerk shall
9 arbitrarily assign each district a number from one to four. The districts will thereafter be
10 designated District One, District Two, District Three, and District Four.

11 4. A period of transition from at-large to district elections will occur from the
12 time of adoption of the first districting plan to the time that the first district elections are held.
13 After the Final Districting Plan is approved, the City Clerk will determine in which District each
14 current City Council member resides. For the purposes of this section, each City Council
15 member resides in the District where that City Council member resides on the date of the Final
16 Districting Plan's approval.

17 5. Based on the City Clerk's residency determinations, the 2014 and 2016
18 City Council elections will be conducted as follows:

19 a. If the two current City Council members elected in November 2010
20 reside in different districts, and the two current City Council members elected in November 2012
21 do not reside in either of those districts, the City will hold elections in November 2014 for the
22 seats representing the two districts where the City Council members elected in November 2010
23 reside. The individuals so elected will replace the two current City Council members elected in
24 November 2010. The City will hold elections for the other two seats in November 2016. The
25 individuals so elected will replace the two current City Council members elected in November
26 2012.

27 b. If the two current City Council members elected in November 2010
28

1 reside in different districts, and one of the two current City Council members elected in
2 November 2012 resides in the same district as one of the two members elected in November
3 2010, the City will hold elections in November 2014 for the seat representing the district where
4 one member elected in November 2010 and no member elected in November 2012 resides, and
5 for the seat representing the district in which no City Council member resides. The individuals
6 so elected will replace the two current City Council members elected in November 2010. The
7 City will hold elections for the remaining two seats in November 2016. The individuals so
8 elected will replace the two current City Council members elected in November 2012.

9 c. If the two current City Council members elected in November 2010
10 reside in different districts, and the two current City Council members elected in November 2012
11 reside in the same two districts, the City will hold elections in November 2014 for the seats
12 representing the two districts in which no City Council member resides. The individuals so
13 elected will replace the two current City Council members elected in November 2010. The City
14 will hold elections for the remaining two seats in November 2016. The individuals so elected
15 will replace the two current City Council members elected in November 2012.

16 d. If three or more current City Council members reside in the same
17 district, the City will hold elections in November 2014 for the seats representing the two districts
18 in which no City Council member resides. If all four current City Council members reside in the
19 same district, the City Clerk will choose two seats representing districts in which no current City
20 Council member resides at random, and the City will hold elections in November 2014 for those
21 two seats. The individuals so elected will replace the two current City Council members elected
22 in November 2010. The City will hold elections for the remaining two seats in November 2016.
23 The individuals so elected will replace the two current City Council members elected in
24 November 2012.

25 6. No change in the boundary or location of any district by redistricting as
26 herein provided shall operate to abolish or terminate the term of office of any member of the
27 Council prior to the expiration of the term of office for which such member was elected. An
28

1 incumbent councilmember at the time of the effective date of this provision may run for a
2 Council seat other than the seat which that member currently holds if the councilmember is
3 otherwise eligible to run in that seat.

4 **X. FUTURE REDISTRICTING**

5 The City shall be redistricted pursuant to this Decree at least once every ten years, but no
6 later than 120 days before the next Council election after the national decennial census is
7 released. If the next Council election is within 180 days of the day the national decennial census
8 data is released, redistricting shall be completed no later than 120 days before the following
9 Council election. The Commission shall adhere to the procedural and substantive requirements
10 set forth herein in developing and adopting future redistricting plans. Each redistricting plan
11 shall provide fair and effective representation for all citizens of the City, including racial, ethnic,
12 and language minorities, and shall be in conformance with the requirements of the United States
13 and California Constitutions, and with federal and state statutes.

14 **XI. ATTORNEYS' FEES, COSTS, AND EXPENSES**

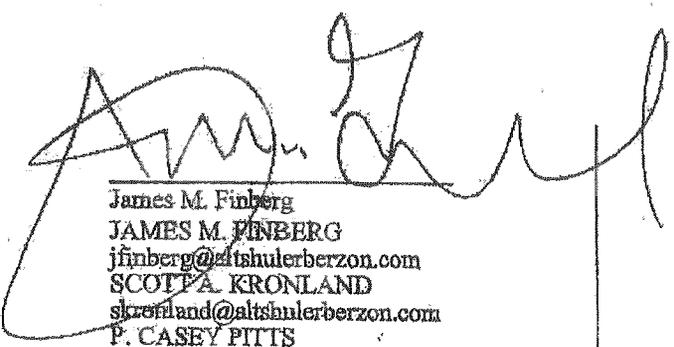
15 **A. Basis for Award of Fees, Costs, and Expenses**

16 1. The parties have agreed that it is appropriate as part of the settlement
17 underlying this Decree for the City to pay to Plaintiffs reasonable attorneys' fees, litigation
18 expenses, and costs in this case. Plaintiffs are prevailing parties for purposes of the CVRA, Cal.
19 Elec. Code §14030, and Cal. Code Civ. P. §1021.5.

20 **B.** The City has agreed to pay Plaintiffs an award of reasonable attorneys' fees,
21 litigation expenses, and costs in the amount of \$385,000 for work performed and costs and
22 expenses incurred through and including the Approval Date. This amount is less than the
23 lodestar value of the fees, costs, and expenses incurred by Plaintiffs' counsel through the date on
24 which the parties entered into this Decree. The City shall pay to Plaintiffs' counsel the full
25 amount of \$385,000 for litigation-related attorneys' fees, expenses, and costs within thirty (30)
26 days following the Approval Date.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: March 21, 2013

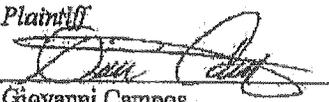


James M. Finberg
JAMES M. FINBERG
jfinberg@altshulerberzon.com
SCOTT A. KRONLAND
skronland@altshulerberzon.com
P. CASEY PITTS
cpitts@altshulerberzon.com
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, California 94108
Telephone: (415) 421-7151
Facsimile: (415) 362-8064
Attorneys for Plaintiffs

Dated: _____

Demetrio Gomez
Plaintiff

Dated: 3-21-13


Giovanni Campos
Plaintiff

Dated: _____

Oscar Gomez
Plaintiff

Dated: _____

Mateo Saldivar
Plaintiff

Dated: _____

Samuel Saldivar
Plaintiff

Dated: _____

John A. Ramirez
Robert S. Bower
Alan B. Fenstermacher
RUTAN & TUCKER, LLP
611 Anton Boulevard
Suite 1400
Costa Mesa, California 92626-1931
JRamirez@rutan.com
rbower@rutan.com
afenstermacher@rutan.com
Attorneys for Defendants

1 Dated: _____

James M. Finberg
JAMES M. FINBERG
jfinberg@altshulerberzon.com
SCOTT A. KRONLAND
skronland@altshulerberzon.com
P. CASEY PITTS
cpitts@altshulerberzon.com
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, California 94108
Telephone: (415) 421-7151
Facsimile: (415) 362-8064
Attorneys for Plaintiffs

2
3
4
5
6
7
8
9 Dated: _____

Demetrio Gomez
Plaintiff

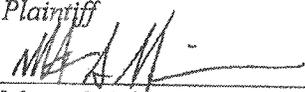
10
11 Dated: _____

Giovanni Campos
Plaintiff

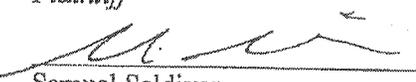
12
13 Dated: _____

Oscar Gomez
Plaintiff

14
15 Dated: 03/24/13


Mateo Saldivar
Plaintiff

16
17 Dated: 03/24/13


Samuel Saldivar
Plaintiff

18
19 Dated: _____

20
21 John A. Ramirez
Robert S. Bower
Alan B. Fenstermacher
RUTAN & TUCKER, LLP
611 Anton Boulevard
Suite 1400
Costa Mesa, California 92626-1931
JRamirez@rutan.com
rbower@rutan.com
afenstermacher@rutan.com
Attorneys for Defendants

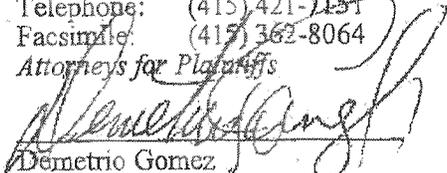
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 4-1-2013

James M. Finberg
JAMES M. FINBERG
jfinberg@altshulerberzon.com
SCOTT A. KRONLAND
skronland@altshulerberzon.com
P. CASEY PITTS
cpitts@altshulerberzon.com
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, California 94108
Telephone: (415) 421-7151
Facsimile: (415) 362-8064
Attorneys for Plaintiffs

Dated: _____


Demetrio Gomez
Plaintiff

Dated: _____

Giovanni Campos
Plaintiff

Dated: _____


Oscar Gomez
Plaintiff

Dated: _____

Mateo Saldivar
Plaintiff

Dated: _____

Samuel Saldivar
Plaintiff

Dated: _____

John A. Ramirez
Robert S. Bower
Alan B. Fenstermacher
RUTAN & TUCKER, LLP
611 Anton Boulevard
Suite 1400
Costa Mesa, California 92626-1931
JRamirez@rutan.com
rbower@rutan.com
afenstermacher@rutan.com
Attorneys for Defendants

1 Dated: _____

James M. Finberg
JAMES M. FINBERG
jfinberg@altshulerberzon.com
SCOTT A. KRONLAND
skronland@altshulerberzon.com
P. CASEY PITTS
cpitts@altshulerberzon.com
ALTSHULER BERZON LLP
177 Post Street, Suite 300
San Francisco, California 94108
Telephone: (415) 421-7151
Facsimile: (415) 362-8064
Attorneys for Plaintiffs

9 Dated: _____

Demetrio Gomez
Plaintiff

11 Dated: _____

Giovanni Campos
Plaintiff

13 Dated: _____

Oscar Gomez
Plaintiff

15 Dated: _____

Mateo Saldivar
Plaintiff

17 Dated: _____

Samuel Saldivar
Plaintiff

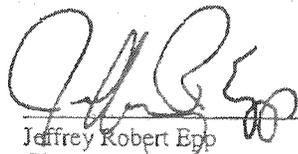
19 Dated: 3/21/13


John A. Ramirez
Robert S. Bower
Alan B. Fenstermacher
RUTAN & TUCKER, LLP
611 Anton Boulevard
Suite 1400
Costa Mesa, California 92626-1931
JRamirez@rutan.com
rbower@rutan.com
afenstermacher@rutan.com
Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: March 21, 2013



Jeffrey Robert Epp
City Attorney
City of Escondido
201 N Broadway
Escondido, CA 92025
e-mail: jepp@escondido.org
For the City of Escondido

APR 19 2013

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED, ADJUDGED AND DECREED this ____ day of ____, 2013.

JUDGE EARL MAAS

Hon. Earl H. Maas, III
Superior Court of the State of California
County of San Diego

Modesto Bee

Previous Story

Next Story

ATTACHMENT 5

Settlement in Latino voting case will set Modesto back \$3 million

Lawsuit said council elections deprived city's minority voters

By ADAM ASHTON
aashton@modbee.com

June 6, 2008

Facebook Twitter Google Plus Reddit E-mail Print

- Related Links:
- LinkDistrict elections: Continuing coverage on modbee.com
- LinkOn The Hive: Adam Ashton's After Deadline blog

Modesto is paying \$3 million to settle a voting rights lawsuit the city fought all the way to the U.S. Supreme Court, one of the attorneys who won the case said Thursday.

Modesto will pay over three installments. It had set aside at least \$500,000 because it anticipated owing the attorneys' fees.

The money is going to pay the fees of the three law firms that argued the case on behalf of three Latino residents who claimed Modesto's at-large City Council elections disenfranchised minority voters.

The City Council unanimously approved the settlement in a closed session meeting three weeks ago.

Modesto City Attorney Susana Alcala Wood said it made sense to settle after Modesto voters approved a ballot measure in February that set a course for district elections by 2009.

The lawyers for the Latino residents carried the case under the California Voting Rights Act, which allows groups of people to contest at-large election systems if they can demonstrate that racially polarized voting patterns keep minorities from winning office.

The decisive ruling in the case took place in December 2006, when the 5th District Court of Appeal in Fresno sided with the Latino residents and upheld the voting law.

Modesto appealed that ruling to the U.S. Supreme Court, which rejected Modesto's case in October by deciding not to hear it.

The settlement money will go to:

The Lawyers Committee for Civil Rights of the San Francisco Bay Area

The Heller Ehrman law firm in Menlo Park

Joaquin Avila, a voting rights expert and co-counsel in the case

Robert Rubin, legal director for the lawyers committee, said the court decisions and the settlement strengthened the California Voting Rights Act, which the Legislature passed in 2001.

"It certainly sends a message to other cities and school boards that the at-large election system is

susceptible to challenge, and that it will be very costly to defend these illegal systems," Rubin said.

Modesto is the fourth-largest city in the state with at-large elections, which are more common among smaller cities.

A city committee is holding meetings about how to draw the boundaries for next year's council elections. Its next public meeting will take place June 14 in the Maddux Youth Center.

"The voters were pretty decisive in February," Wood said. "They said go for district elections. We knew this issue belonged in the hands of the voters; that's what we said all along."

There was a risk that the case would continue in Stanislaus County Superior Court even after the U.S. Supreme Court decision.

The high court upheld the constitutionality of the California Voting Rights Act, but the Latino group would have had to go to trial to demonstrate that racial polarization swayed the results of Modesto council elections. That trial became unnecessary when voters approved the February ballot measure.

The Latino residents named in the complaint -- Emma Pinedo, Enrique Sanchez and Salvador Vera -- will not financially benefit from the settlement.

The Lawyers' Committee for Civil Rights used the California Voting Rights Act to force election reforms on Hanford Joint Union School District in 2005.

Avila also filed a claim under the law against the Tulare District Hospital board of directors in August.

Bee staff writer Adam Ashton can be reached at aashton@modbee.com or 578-2366.

[Facebook](#) [Twitter](#) [Google Plus](#) [Reddit](#) [E-mail](#) [Print](#)

Join The Conversation

Modesto Bee is pleased to provide this opportunity to share information, experiences and observations about what's in the news. Some of the comments may be reprinted elsewhere in the site or in the newspaper. We encourage lively, open debate on the issues of the day, and ask that you refrain from profanity, hate speech, personal comments and remarks that are off point. Thank you for taking the time to offer your thoughts.

[Commenting FAQs](#) | [Terms of Service](#)

[Email Newsletters >](#)
[Manage newsletter subscriptions](#)

Modesto Bee

Previous Story

Next Story

ATTACHMENT 6

Turlock weighs hiring consultant to propose district boundaries

By John Holland

jholland@modbee.com April 21, 2014

[Facebook](#) [Twitter](#) [Google Plus](#) [Reddit](#) [E-mail](#) [Print](#)

- HOW TO ATTEND

What: Turlock City Council

When: 6 p.m. today

Where: City Hall, 156 S. Broadway

Agenda: www.turlock.ca.us

TURLOCK — The City Council will talk Tuesday about switching to district elections, an issue that incurred a \$3 million legal bill for Modesto a few years back.

Turlock is among the many entities around the state that are looking to change from at-large elections, which critics say do not provide enough representation to Latinos.

Tuesday night, the council will consider having a consultant draw proposed district boundaries, which could return for discussion next month. The final map could go before voters in November and would take effect with ensuing council elections.

The process could cost up to \$60,000, City Manager Roy Wasden said last month.

Turlock would be the second city in Stanislaus County to go to districts. The first was Modesto, which did so in 2008 after a legal battle that went to the U.S. Supreme Court and ended with a \$3 million settlement with attorneys for the three Latino residents who had sued.

Modesto had argued that the California Voting Rights Act of 2002, which the plaintiffs used to push for districts, was unconstitutional because it appeared to give preference to certain races. The high court declined in 2007 to hear the city's petition. The next year, Modesto voters approved a ballot measure that phased out the at-large system.

A little of this history is in a slide presentation by National Demographics Corp., a Glendale-based firm that is advising Turlock on district elections. It was shown at four lightly attended meetings around town last month.

The firm noted that 41 of California's 482 cities have adopted districts, as have about 120 governing bodies for schools, water and other services. Four other Stanislaus County cities – Ceres, Riverbank, Newman and Waterford – are considering districts. The Turlock Unified School District, which takes in large expanses of farmland as well as the city of Turlock, has switched.

In most cities, district elections mean that the residents of one part of town vote only for candidates from that same area. A few allow voters citywide to choose someone in each district. The mayor continues to represent the whole city, whether elected by voters or appointed by the council.

“Every city has different history, people, neighborhoods and issues,” according to part of the slide presentation. “There is no one right answer that any can provide. Experts can provide context and information but, ultimately, it is the community that must decide what is right for itself.”

The firm noted that 36 percent of Turlock’s residents are Latino, according to the 2010 census. In the November 2012 election, they made up 25 percent of the registered voters and 21 percent of the turnout.

The firm said that for California, in general, a switch to district elections has led to an increasing number of Latino elected officials, but fewer black officials. It also said districts tend to reduce campaign costs and bring more neighborhood issues before city councils.

Tuesday’s agenda includes discussion of a proposed sales tax increase for city road projects, which also could be placed on the November ballot at a later meeting. The idea of a city-only increase has returned now that a countywide proposal for half a percentage point has fallen through.

Bee staff writer John Holland can be reached at jholland@modbee.com or (209) 578-2385.

[Facebook](#) [Twitter](#) [Google Plus](#) [Reddit](#) [E-mail](#) [Print](#)

Join The Conversation

Modesto Bee is pleased to provide this opportunity to share information, experiences and observations about what’s in the news. Some of the comments may be reprinted elsewhere in the site or in the newspaper. We encourage lively, open debate on the issues of the day, and ask that you refrain from profanity, hate speech, personal comments and remarks that are off point. Thank you for taking the time to offer your thoughts.

[Commenting FAQs](#) | [Terms of Service](#)

Today’s Circulars



PETSMART USA
VALID UNTIL JUN 01

[View All Circulars](#)



JCPENNEY
JUST RELEASED



GUITAR CENTER
VALID UNTIL MAY 31



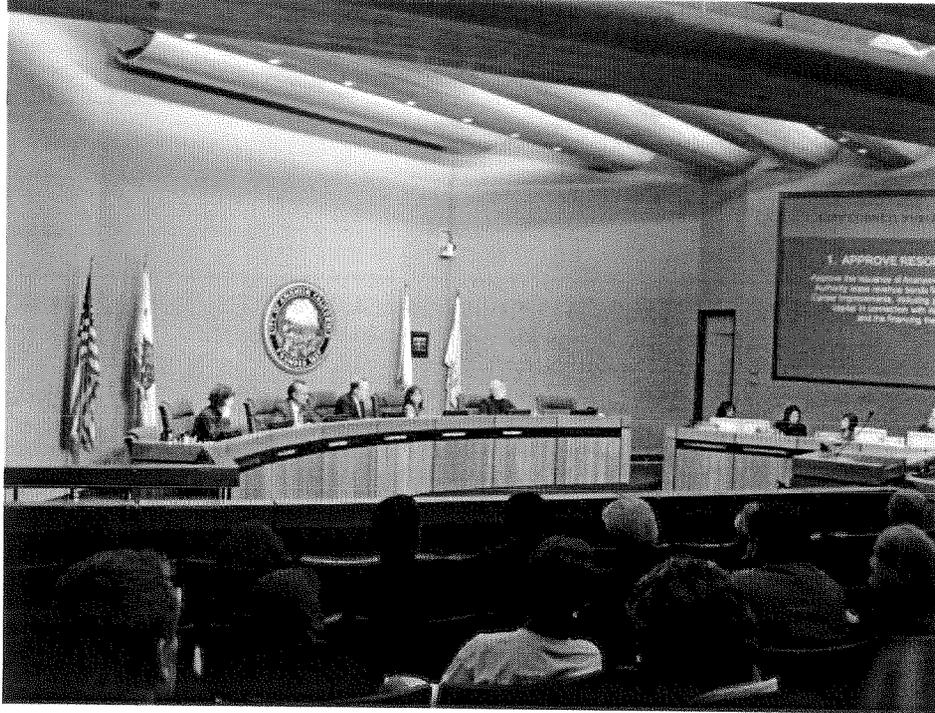
BIG 5 SPORTING GOODS
3 DAYS LEFT

ATTACHMENT 7

Politics, government and public life for Southern California

Anaheim City Council settles nearly 2-year-old Voting Rights Act lawsuit; Voters to have final say

Sharon McNary | January 7th, 2014, 9:11pm



Susan Valot/KPCC

Members of the Anaheim City Council on Tuesday settled a lawsuit that alleged the city's at-large election system denied the city's Latino majority the ability to elect council members of its choice.

Anaheim's City Council on Tuesday settled a lawsuit that alleged the city's at-large election system denied the city's Latino majority the ability to elect council members of its choice.

The settlement calls for the city to put two charter amendments to voters in November. Voters will be asked if they want to increase the city's four-member council to six members. And they will be asked if they want to elect council members by district.

The settlement ends nearly two years of legal wrangling between the city and three plaintiffs who were represented by the ACLU of Southern California. They had contended that the city's at-large election system was discriminatory. Anaheim is about 54 percent Latino, but the council is all white.

Anaheim had argued that because it is a charter city, it has more power of self-government than general-law cities and is not subject to the California Voting Rights Act.

In the settlement, the plaintiffs agreed to dismiss the suit and stop the clock on legal fees. Under the state Voting Rights Act, taxpayers end up bearing the costs if a city loses a legal challenge. This case is expected to cost Anaheim about \$2 million.

The plaintiffs also forfeited the ability to re-file the case if they don't like the outcome of the election.

The California Voting Rights Act has become a powerful tool in the hands of voters in cities, counties and school districts where large blocs of residents or voters of color are not represented on governing boards. Many jurisdictions have settled cases and abandoned at-large elections, and in some cases, ordered elections to create districts.

In Palmdale, the city lost the state's first-ever trial in a state Voting Rights Act case, and the city has been ordered to hold district elections.

Sharon McNary, *Politics Reporter*

Legal bills piling up in Whittier's Latino voting rights lawsuit

ATTACHMENT 8

By Peter Fullam, Whittier Daily News
Wednesday, March 19, 2014

WhittierDailyNews.com

The Whittier Daily News (<http://www.whittierdailynews.com>)

Legal bills piling up in Whittier's Latino voting rights lawsuit

\$400,000 and counting as city faces deficits

WHITTIER >> The city has spent more than \$400,000 in attorneys' fees on the California Voting Rights Act lawsuit it's facing, and the meter is still running.

The next step in the CVRA case is the April 16 status conference to discuss setting a date for the trial, according to City Manager Jeff Collier.

"In the meantime the election process will continue forward for both the April 8 City Council election and the June 3 City Charter Amendment election," he said in an email Wednesday afternoon.

The tab so far for two law firms representing the city totals \$418,000, not including March billings and bills from expert witnesses.

In addition to its own attorneys' fees, the city will have to pay the plaintiffs' legal bills if it loses or settles the lawsuit, under the provision of the California Voting Rights Act.

The suit was filed by three Latino residents who claim the city's at-large voting system prevents Latinos from being elected to City Council and is a violation of the California Voting Rights Act.

The bills come at a time Collier is projecting budget deficits of \$1.6 million in 2014-15 and \$3.2 million in 2015-16.

"I have not had a chance to talk to our attorneys yet, but my understanding is the way it goes out is our election goes forward," Mayor Bob Henderson said Wednesday in a telephone interview from his home, where he was sick with bronchitis. "After that, the June election should move forward."

The judge will either accept or reject the results of the election on a proposal to change the city charter to allow district-based voting, as sought by the lawsuit, he said.

The city scored a victory Tuesday, when Los Angeles Superior Court Judge Michael Johnson denied a motion by the plaintiffs to halt the city's April 8 election for two City Council seats.

In a June 3 election, voters will be asked whether they favor changing the city charter, which calls

for at-large elections.

The proposal calls for a mayor to be elected at-large every two years, and four council positions elected by districts every four years.

But either way, it appears the legal battle will continue.

Rod Pacheco, the plaintiffs' attorney, said Wednesday in a telephone interview that his firm is continuing to prepare to go to trial on the lawsuit.

If the city wants to avoid costs, there's an easy way to do it, he said — settle.

"It takes two people to dance," he said. "We've always been willing to dance, but they haven't.

"They've never used the dreaded 'S' word."

He rejected the city's argument that the City Charter must be changed before district-based voting can be used.

"The resolution is better than where they are today," Pacheco said of the ballot measure proposal. "But it's half a loaf. It does not resolve the issue of voter dilution because one of the City Council members, which they now call a mayor in the resolution, is elected at large."

Voter polarization will continue, he said.

Polarization is defined under CVRA as when the total electorate votes differently than a protected class such as Latinos.

Pacheco said polarization also occurs in the ballot measure on changing the city charter.

"The only question is whether it passes or whether it fails," he said. "I suspect it will fail."

The city of Palmdale also has been fighting a California Voting Rights Act lawsuit.

Kevin I. Shenkman, an attorney representing the plaintiff in the Palmdale lawsuit, said Wednesday he filed a motion March 11 seeking attorneys' fees totalling \$5 million. A hearing on the motion is set for May 8.

The city of Palmdale was unable to immediately say how much it has spent on the lawsuit.

Whittier and Palmdale both used attorneys Marguerite Mary Leoni and Christopher E. Skinnell, of San Rafael, to fight the lawsuits.

Shenkman said the judge in the case accepted the plaintiff's proposal for districting, which included an at-large "strong" mayor position, or a mayor with the power to appoint all commissioners.

He said the city's proposal was rejected as an "egregious incumbent gerrymander."

Collier said the city was faced with “aggressive legal action” and had to incur high legal costs to “preserve residents’ rights.”

“As a city manager I wish we were not spending taxpayer dollars on legal expenses,” he said. “Unfortunately, the city was sued after it announced it would consider a proposal to let the voters decide. Litigation was not the city’s choice.

“However, the City Council strongly believes in protecting the rights of Whittier residents to vote on their preferred method of electing their representatives on the City Council,” he said.

“From my perspective, it is frustrating to have to spend money on attorneys and other experts when we have many other pressing community needs — funding for social services, youth and senior services, infrastructure replacement, etc.,” he said. “I continue to see the dollar signs adding up — knowing full well that it is the residents of the city that pay the cost of this legal process.”

URL: <http://www.whittierdailynews.com/general-news/20140319/legal-bills-piling-up-in-whittiers-latino-voting-rights-lawsuit>

© 2014 The Whittier Daily News (<http://www.whittierdailynews.com>)

— Back to Original Article

Compton plans ballot measure on switching to voting by district

The agreement settles a suit that claimed current at-large elections for City Council seats diluted the voting power of Latinos, who make up a majority of residents but a minority of the electorate.

March 01, 2012 | By Abby Sewell, Sam Allen and Ann M. Simmons, Los Angeles Times

Responding to long-standing complaints that Latinos are grossly underrepresented in local government, the city of Compton has agreed to settle a voting rights lawsuit with a plan that could change how officials are elected.

The suit was aimed at making it easier for Latinos, who now account for nearly two-thirds of the city's 96,000 residents, to gain greater clout at City Hall, where all council members and most of the top city leaders are black.

This imbalance has been the subject of much debate over the years as Compton's Latino population has grown and its black population has declined, part of a larger trend that has been reducing African American political clout across L.A. County.

Three Latinas filed a suit in 2010 in which they claimed that the city's current at-large election system violated Latino residents' rights by diluting their voting power. Although Latinos are a majority of the city's population, they are a minority of eligible voters. Less than 30% of Compton's approximately 62,000 Latino residents are citizens old enough to vote.

The suit sought to force a change to voting by district for the four council seats, which would allow for the creation of a Latino-majority district.

Under the settlement announced at Tuesday night's council meeting, the city agreed to put a measure on the June ballot that would institute by-district voting. If the measure fails in June, it will go to voters again in November.

City Atty. Craig Cornwell said the city hopes that by-district voting will encourage more residents to go to the polls in a city that has been plagued by low turnout. Frequently, less than 10% of registered voters cast ballots in the municipal elections.

Low turnout has been an issue in cities across southeast L.A. County, which have large immigrant populations that either cannot or do not vote.

"The common goal of wanting to increase voter turnout has led to this settlement," Cornwell said. "It is rare that the city can turn a litigated case over to the citizens for a determination on how the city will move forward, and this is such a case."

Many local government agencies, including the Compton Community College District and the cities of Modesto and Tulare, have faced similar lawsuits since the California Voting Rights Act was signed into law in 2002.

Michael Colantuono, an attorney who specializes in municipal law, said the act makes it very difficult for cities with significant minority populations to defend at-large elections. The law requires by-district elections if there is any evidence of "race-based" voting, and if it can be shown that a minority district can be drawn.

"If you have a substantial number of underrepresented minorities, you can't win," Colantuono said.

Jesse Choper, a professor of law at UC Berkeley, said a shift to district voting could make a difference in Compton.

"It's a pretty simply math problem," he said. When a city has racially polarized voting and a minority group of voters, he said, "you get nothing in a citywide single district election."

Reaction in Compton on Wednesday was mixed.

Royce Esters, 74, is an African American businessman and has been a Compton resident since 1956, when the city was predominantly white and there were no blacks at City Hall. He said changing the voting regulations wasn't the solution to getting better Latino representation on the City Council.

Whether local elections are held district-by-district or at-large, going to the polls is what counts, Esters said.

He expressed the view of many Compton residents, that African Americans shouldn't have to compromise their hold on political power, which they long waited to capture from whites. Latinos should follow the example of African Americans, he said.

"We waited our turn," Esters said. "All they've got to do is campaign real hard and win."

Diana Sanchez, who ran for City Council in April 2009 and said she plans to run again in 2013, praised the city's decision to put the charter amendment issue to a vote.

"It's a step in the right direction," said Sanchez, 39, who was born and raised in Compton. "It will get voters to go out on election day, because they will see it as something important."

Other Latinos said they felt the plaintiffs should not have settled for placing a measure on the ballot.

Martin D. Chavez, 52, a third-generation Latino resident of Compton who ran unsuccessfully for council in 1989, said allowing residents to vote on amending the charter would probably maintain the status quo, because the Latino vote would be stymied by the same factors that have prevented Latino candidates from being elected.

"It's asking the electorate to leave what they have the same way," he said. "It's just another way to maintain control without giving up power."

Gay Grunfeld, an attorney representing the plaintiffs, Felicitas González and Flora Ruiz, said they were pleased with the solution (a third plaintiff is no long part of the suit). If voters approve the measure, Grunfeld said, the new district lines should be drawn in time for the city's next council election in April 2013.

The plaintiffs have been elusive. When asked to set up an interview with one of them, Grunfeld instead provided a third person, Enelida Alvarez, 30, who said she had been planning to join in the suit before it settled. Alvarez said she was pleased about the settlement's potential to increase voter turnout.

Grunfeld would not allow her to answer questions about how she became involved in the case or how she and other Latinos in the community felt about their political representation.

abby.sewell@latimes.com

sam.allen@latimes.com

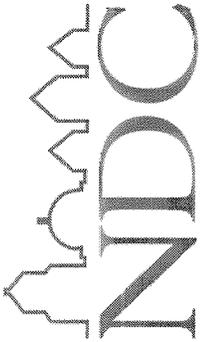
ann.simmons@latimes.com



City Council Election Systems

March 17-20, 2014

Presentation by Douglas Johnson
National Demographics Corporation



National Demographics Corporation

Agenda

2

1. Background
2. Election System Options
3. Examples and Common Impacts of each option
 - This information is drawn from experience with, and study of, jurisdictions across California and other states.
 - *Turlock may or may not experience similar results from the adoption of an election system.*
 - This information is provided to establish a common reference for public discussion.
4. Comparisons to Other Cities
5. Process
6. Discussion

Background

The California Voting Rights Act

- Adopted in 2002
- Suspended by initial Court ruling, then reinstated in 2006
- Written to generally follow the federal VRA, but to make it easier for plaintiffs to force a change to by-district elections

Federal Voting Rights Act

Districts may be required if:

1. A reasonably compact district can be drawn where the “protected class” constitutes a majority of the voters
2. The “Protected Class” votes as a coherent block
3. The candidate favored by the “protected class” loses
4. The “totality of circumstances” indicates racially-charged campaigns and / or voting

California Voting Rights Act

Districts or other remedies may be required if:

- ~~1. A reasonably compact district can be drawn where the “protected class” constitutes a majority of the voters~~
2. The “Protected Class” votes as a coherent block
3. The candidate favored by the “protected class” loses
- ~~4. The “totality of circumstances” indicates racially charged campaigns and/or voting~~

Impact of the New Law

- Changed so far:
 - 1 County
 - 8 cities
 - about 10 Water and other Special Districts
 - about 20 Community College Districts
 - about 90 School districts

- And the City of Santa Clarita is switching to “Cumulative Voting”

Impact of the New Law

- Expensive Cases: (Media-reported figures)
 - Santa Clarita: six-figure settlement
 - Anaheim: rumored \$1 million settlement
 - Tulare Regional Medical District: \$500,000
 - Modesto: \$3 million
 - Escondido: \$385,000
 - Madera Unified: \$162,000
 - City of Compton: six-figure settlement

- In most cases, more Latinos were elected after the change to districts, though not always, and fewer African-Americans have been elected



9

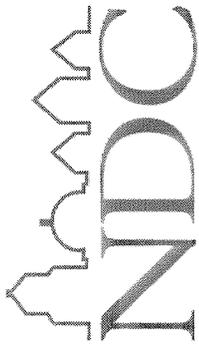
Election System Options

March 17-20, 2014

1. Three Categories of Options

- At Large
 - Candidates live anywhere, and all voters vote for all Councilmembers
- By District
 - Candidates live in the district and are elected by voters in that district
- From District
 - Candidates live in the district, but elected at large
- Many variations and hybrids exist*

California Government Code Section 34871 dictates election system options available for General Law cities like Turlock.



By District

National Demographics Corporation

11

- Districts drawn
- Separate election in each district
- Candidates must live in the district they wish to represent
- Only the voters who live in a given district vote on who will represent that district

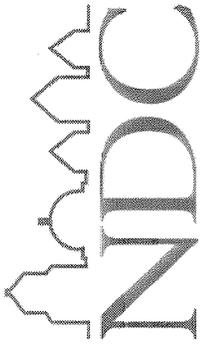
Councilmembers live in, and are elected by, a district.

Examples: By District

- Larger cities are more likely to use By District elections:
 - 9 of California's 15 largest cities use By District elections
 - Chula Vista is switching in 2016, and Anaheim has a pending vote on a switch
 - Among the 330 cities of 55,000 residents or less, only 9 are known to use By District elections
 - Hanford, Colton, Watsonville, Hollister, Sanger, Seal Beach, Dinuba, Parlier, and Bradbury
 - Among the 104 cities of 50-100,000 residents, including Turlock:
 - 8 use By District elections
 - 2 are From District
 - 1 is Mixed
 - 93 are At Large
 - With 1 pending vote on a switch (Whittier)

Examples: By District

- Pasadena
 - 137,000 people
 - 7 Councilmembers elected By District
 - Mayor elected in separate At Large election
- Colton
 - 52,000 people
 - 6 Councilmembers elected By District
 - Mayor elected in separate At Large election
- Hanford
 - 54,000 people
 - 5 Councilmembers elected By District
 - Mayor selected from and by Council



National Demographics Corporation

Common Impacts: By District

14

- Neighborhoods have more of a voice on the Council
- Candidates' campaign costs tend to be lower than in From District and At Large elections
- Citywide planning and concerns sometimes are supplanted in favor of neighborhood issues
- Each voter votes only for his/her district's Councilmember
- Focus on district service may necessitate additional City staff to provide support for City Councilmembers

Brings the focus to the neighborhood level.

Variants: By District

- Victory requires plurality vs majority (runoff)
- At Large Mayor
- Multi-member districts



National Demographics Corporation

From District

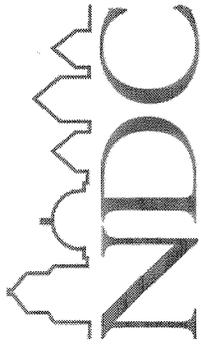
16

- The districts are drawn just like in a by-district system
- A separate election contest is held for each district
- Candidates must live in the district they wish to represent
- Voters **citywide** choose which candidate will represent a given district

Councilmembers live in a district, but are elected citywide.

Examples: From District

- Santa Ana
 - ▣ 324,500 people
 - ▣ 6 Councilmembers elected From District
 - ▣ Mayor elected in separate At Large election
- Alhambra
 - ▣ 83,000 people
 - ▣ 5 Councilmembers elected From District
- Reedley
 - ▣ 24,000 people
 - ▣ 5 Councilmembers elected From District



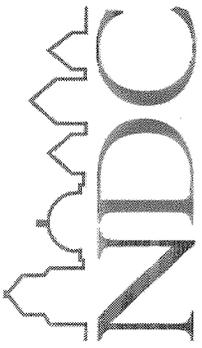
National Demographics Corporation

Common Impacts: From District

18

- Neighborhoods have more of a voice on the Council, though not as much as By District approach
- A District's representative may not have won the votes of a majority within the district
- Neighborhood issues have a spokesperson on the Council
- Council focus tends to be on citywide issues
- Each voter votes for all Councilmembers

A mix of neighborhood and citywide influences.

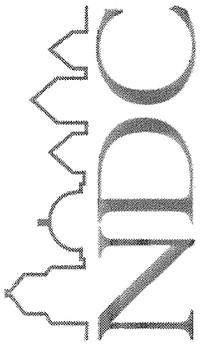


National Demographics Corporation

Variants: From District

19

- Victory requires plurality vs majority (runoff)
- Multi-member districts
- In-district primary, At large general election



At Large

National Demographics Corporation

- No districts used
- Candidates may live anywhere in the City

Candidates and votes are citywide.

Examples: At Large

The majority of California's 482 cities use At Large elections:

- ▣ 441 out of 482 use At Large elections *
- Smallest: Vernon (112 people)
- Largest: Anaheim (336,000 people)

* Among the remaining 41 cities, 32 use By District elections, 7 use From District, and 2 use unique systems.

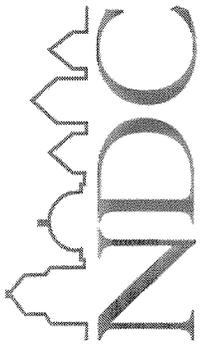
Common Impacts: At Large

- Citywide focus in campaigns and Council deliberations
- One or more neighborhoods may be overrepresented on the Council
- Campaigns tend to be more expensive than By District elections
- Council focus tends to be on citywide issues
- Each voter votes for all Councilmembers

Brings the focus to the citywide level.

Variants: At Large

- “Post” system
 - At-large elections for specific chairs or posts
- “Group” system
 - All candidates run together, and the top finishers are elected
 - The number elected depends on how many open seats there are that election
 - Winner usually by plurality, though Burbank has a runoff
- Victory requires plurality vs majority (runoff)
 - Including “Instant Run Off” option



National Demographics Corporation

Other Variants

24

- Mixed Systems
 - ▣ Some By District seats, some At Large seats
- Cumulative Voting
 - ▣ Everyone gets the same number of votes as there are open seats
 - ▣ Divides votes up among candidates, but allowed to allocate more than one vote to one candidate
- Proportional Voting
 - ▣ Parliamentary system of voting for ordered slates of candidates
- Instant Runoff Voting
 - ▣ Rank choices from top to bottom

Summary of Options and Impacts

Election System:	At Large		From District		By District	
	By Seat with Runoff	Group, no Runoff	In-District Primary	No Primary	Runoff	No Runoff
<u>Goal</u>						
Citywide Focus	Y	Y	Mixed	Y	N	N
Neighborhood Representation	N	N	Y	Y	Y	Y
Neighborhood Accountability	N	N	Y	N	Y	Y
Cost of Campaigns	High	Middle	High	Middle	Middle	Low
Geographically Concentrated Minority's Opportunity to Elect	Very Slim	Modest	Likely	Modest	Strong	Strong
Safe from a CVRA lawsuit	N	N	N	N	Y	Y

Comparison Cities

Cities of 60,000 to 75,000 Population

City	Population	Latino	Pct	System
Chino Hills	74,799	21,802	29%	At L
Mountain View	74,066	16,071	22%	At L
Alameda	73,812	8,092	11%	At L
Upland	73,732	28,035	38%	At L
Folsom	72,203	8,064	11%	At L
San Ramon	72,148	6,250	9%	At L
Pleasanton	70,285	7,264	10%	At L
Lynwood	69,772	60,452	87%	At L
Union City	69,516	15,895	23%	At L
Apple Valley	69,135	20,156	29%	At L
Redlands	68,747	20,810	30%	At L
Turlock	68,549	24,957	36%	At L
Perris	68,386	49,079	72%	At L
Manteca	67,096	25,317	38%	At L
Milpitas	66,790	11,240	17%	At L
Redondo Beach	66,748	10,142	15%	By D
Davis	65,622	8,172	12%	At L
Camarillo	65,201	14,958	23%	At L
Yuba City	64,925	18,413	28%	At L
Rancho Cordova	64,776	12,740	20%	At L
Palo Alto	64,403	3,974	6%	At L
Yorba Linda	64,234	9,220	14%	At L
Walnut Creek	64,173	5,540	9%	At L
South San Francisco	63,632	21,645	34%	At L
San Clemente	63,522	10,702	17%	At L
Pittsburg	63,264	26,841	42%	At L
Laguna Niguel	62,979	8,761	14%	At L
Pico Rivera	62,942	57,400	91%	At L
Montebello	62,500	49,578	79%	At L
Lodi	62,134	22,613	36%	At L
Madera	61,416	47,103	77%	At L
Monterey Park	60,269	16,218	27%	At L
La Habra	60,239	34,449	57%	At L

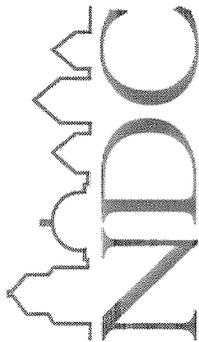
Stanislaus County Cities

City	2010 Population	Election System
Modesto	201,165	By District
Turlock	68,549	
Ceres	45,417	At-large, considering change
Riverbank	22,678	At-large, considering change
Oakdale	20,675	At-large
Patterson	20,413	At-large
Newman	10,224	At-large, considering change
Waterford	8,456	At-large, considering change
Hughson	6,640	At-large

Table is to the best of NDC's knowledge. Some change may have occurred since we last spoke to a given city.



Turlock Elections & Demographics



National Demographics Corporation

City Election History

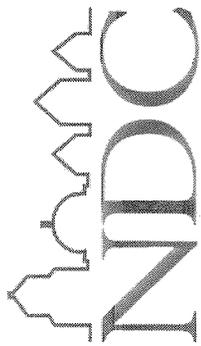
Looking only at surnames in a quick initial analysis of candidate ethnicity

Year	DATE	OFFICE	VOTE#	LASTNAME	FIRSTNAME	BAIDESIG	INC	CAND#	VOTES	WRITEN	TOTVOTES	PERCENT	ELECTED
2002	11/5/2002	City Council	2	Hatcher	Beverly	Appointed Incumbent	Yes	2	7754	0	14,930	52%	Yes
2002	11/5/2002	City Council	2	Wallen	Billy A.	Incumbent	Yes	2	7176	0	14,930	48%	Yes
2002	11/5/2002	ALAYOR	1	Andre	Curt	Mayor/Opportunist	Yes	1	10711	0	10,711	100%	Yes
2004	11/2/2004	City Council	2	Lazar	John S.	Turlock City Councilmember	No	3	12290	140	27,592	45%	Yes
2004	11/2/2004	City Council	2	Weidle	Kurt Vander	Senior Field Representative	No	3	8073	140	27,592	29%	Yes
2004	11/2/2004	City Council	2	Yerby	Martin D.	Council Member	No	3	7089	140	27,592	26%	No
2004	11/2/2004	City Treasurer	1	Lewis	Diana	Incumbent	Yes	1	14393	230	14,623	98%	Yes
2006	11/7/06	City Council	2	Howze	Ted	Veterinarian	N	15	4325	65	25,686	17%	Yes
2006	11/7/06	City Council	2	Spycher	Kurt	Agribusiness	N	15	3823	65	25,686	15%	Yes
2006	11/7/06	City Council	2	Bublak	Amy	Law Enforcement	N	15	3640	65	25,686	14%	No
2006	11/7/06	City Council	2	Hillberg	Jeff	Graduate Student	N	15	2763	65	25,686	11%	No
2006	11/7/06	City Council	2	Dias	Elvis	Realtor	N	15	2193	65	25,686	9%	No
2006	11/7/06	City Council	2	Wallen	Billy A.	Incumbent	Y	15	2144	65	25,686	8%	No
2006	11/7/06	City Council	2	Jackson	Mary	Marketer/Television Reporter	N	15	2036	65	25,686	8%	No
2006	11/7/06	City Council	2	Haedler	Nick	Businessman	N	15	1023	65	25,686	4%	No
2006	11/7/06	City Council	2	Hopkins	Steven John	Manager - Stanislaus County	N	15	746	65	25,686	3%	No
2006	11/7/06	City Council	2	Balisha	Ingrid	Homemaker	N	15	715	65	25,686	3%	No
2006	11/7/06	City Council	2	Hoyle	William E.	Retired Safety Engineer	N	15	635	65	25,686	2%	No
2006	11/7/06	City Council	2	Hall	Wally	Retired Businessman	N	15	517	65	25,686	2%	No
2006	11/7/06	City Council	2	Minjares	Gilbert	Litigation Specialist	N	15	420	65	25,686	2%	No
2006	11/7/06	City Council	2	Budworth	Richard	Retired Fire Inspector	N	15	389	65	25,686	2%	No
2006	11/7/06	City Council	2	Rochia	Jeremy	No Ballot Designation	N	15	232	65	25,686	1%	No
2006	11/7/06	ALAYOR	1	Lager	John	Fire Major	N	3	8401	43	14,213	59%	Yes
2006	11/7/06	ALAYOR	1	VanderWeide	Kurt	Turlock City Councilman	N	3	4616	43	14,213	32%	No
2006	11/7/06	ALAYOR	1	Franzen, Jr	David	Turlock Maintenance Worker	N	3	1153	43	14,213	8%	No
2008	11/4/2008	City Council	2	Bublak	Amy	Law Enforcement	N	6	9,348	0	35,899	26%	Yes
2008	11/4/2008	City Council	2	Jackson	Mary	Public Relations / Educator	N	6	9,105	0	35,899	25%	Yes
2008	11/4/2008	City Council	2	Vander Waide	Kurt	Turlock City Councilman	Y	6	8,612	0	35,899	24%	No
2008	11/4/2008	City Council	2	Franzen	David	Public Employee	N	6	5,414	0	35,899	15%	No
2008	11/4/2008	City Council	2	Sarrowsky	Jim	Maintenance Man	N	6	2,012	0	35,899	6%	No
2008	11/4/2008	City Council	2	Anderson	Jeff	Electrical Estimator / Electrician	N	6	1,408	0	35,899	4%	No
2008	11/4/2008	City Treasurer	1	Lewis	Diana	Incumbent	Y	1	14,973	0	14,973	100%	Yes
2010	11/2/2010	City Council	2	DeHart, Jr.	William W.	Director of Marketing	N	7	4,555	127	25,392	18%	Yes
2010	11/2/2010	City Council	2	White	Forrest J.	Retired CEO	N	7	4,552	127	25,392	18%	Yes
2010	11/2/2010	City Council	2	LaVelle	Timm	Business Owner	N	7	4,356	127	25,392	17%	No
2010	11/2/2010	City Council	2	Fraansen, Jr.	David	Business Owner	N	7	4,034	127	25,392	16%	No
2010	11/2/2010	City Council	2	Rochia	Jeremy	Agribusinessman	N	7	3,419	127	25,392	13%	No
2010	11/2/2010	City Council	2	Badow	Shawn L.	Criminal Prosecutor	N	7	2,375	127	25,392	9%	No
2010	11/2/2010	City Council	2	Noda	Patrick	Businessman	N	7	1,974	127	25,392	8%	No
2010	11/2/2010	ALAYOR	1	Lager	John	Mayor of Turlock	Y	1	12,673	710	13,383	95%	Yes
2012	11/6/2012	City Council	2	Bublak	Amy	Councilmember/Police Officer	Y	4	10,662	111	32,756	33%	Yes
2012	11/6/2012	City Council	2	Nascimento	Steven	District Director/Businessman	N	4	9,482	111	32,756	29%	Yes
2012	11/6/2012	City Council	2	Jackson	May	Councilmember/Communications Consultant	Y	4	8,272	111	32,756	25%	No
2012	11/6/2012	City Council	2	Alvarado	Sergio A.	Postal Service Employee	N	4	4,229	111	32,756	13%	No
2012	11/6/2012	City Treasurer	1	Lewis	Diana	Incumbent	Y	1	14,136	258	14,394	98%	Yes

City General Demographics

2008 – 2012 American
Community Survey Data

Age	age0-19	30%
	age20-60	54%
	age60plus	16%
Immigration	immigrants	25%
	vacant	7%
Housing Stats	occupied	93%
	rented	46%
	owned	54%
	singlefamily	77%
Language spoken at home	multifamily	23%
	english	57%
	spanish	24%
Children at Home	asian-lang	3%
	child-under18	35%
Work (percent of pop age 16+)	employed	54%
	Commute on Public Transit	0%
Household Income	hhincome0-25k	25%
	hhincome25-50k	23%
	hhincome50-75k	18%
	hhincome75-200k	31%
	hhincome200k-plus	3%
Education (among those age 25+)	< hs degree	21%
	hs-grad	57%
	bachelor	15%
	graduatedegree	8%

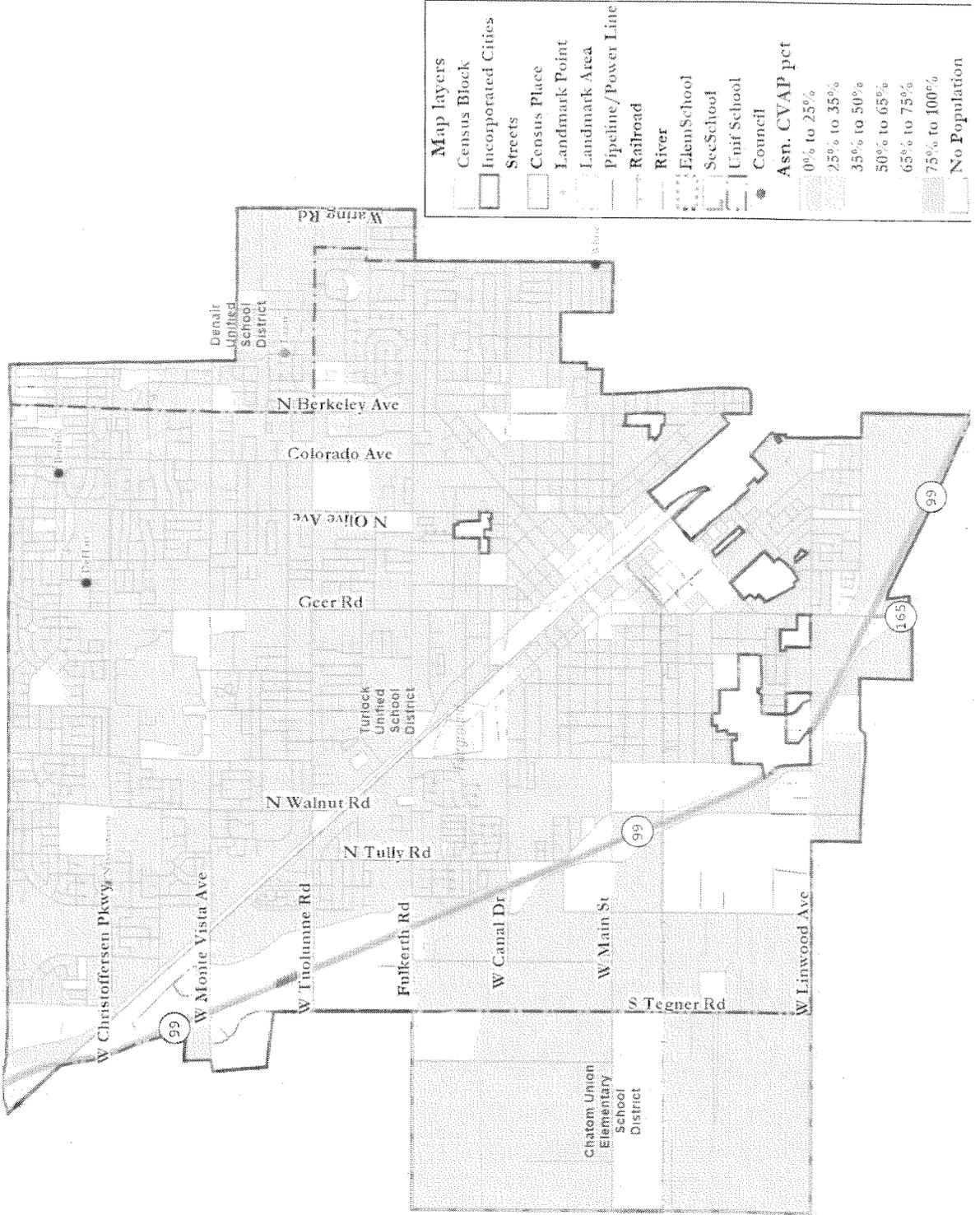


National Demographics Corporation

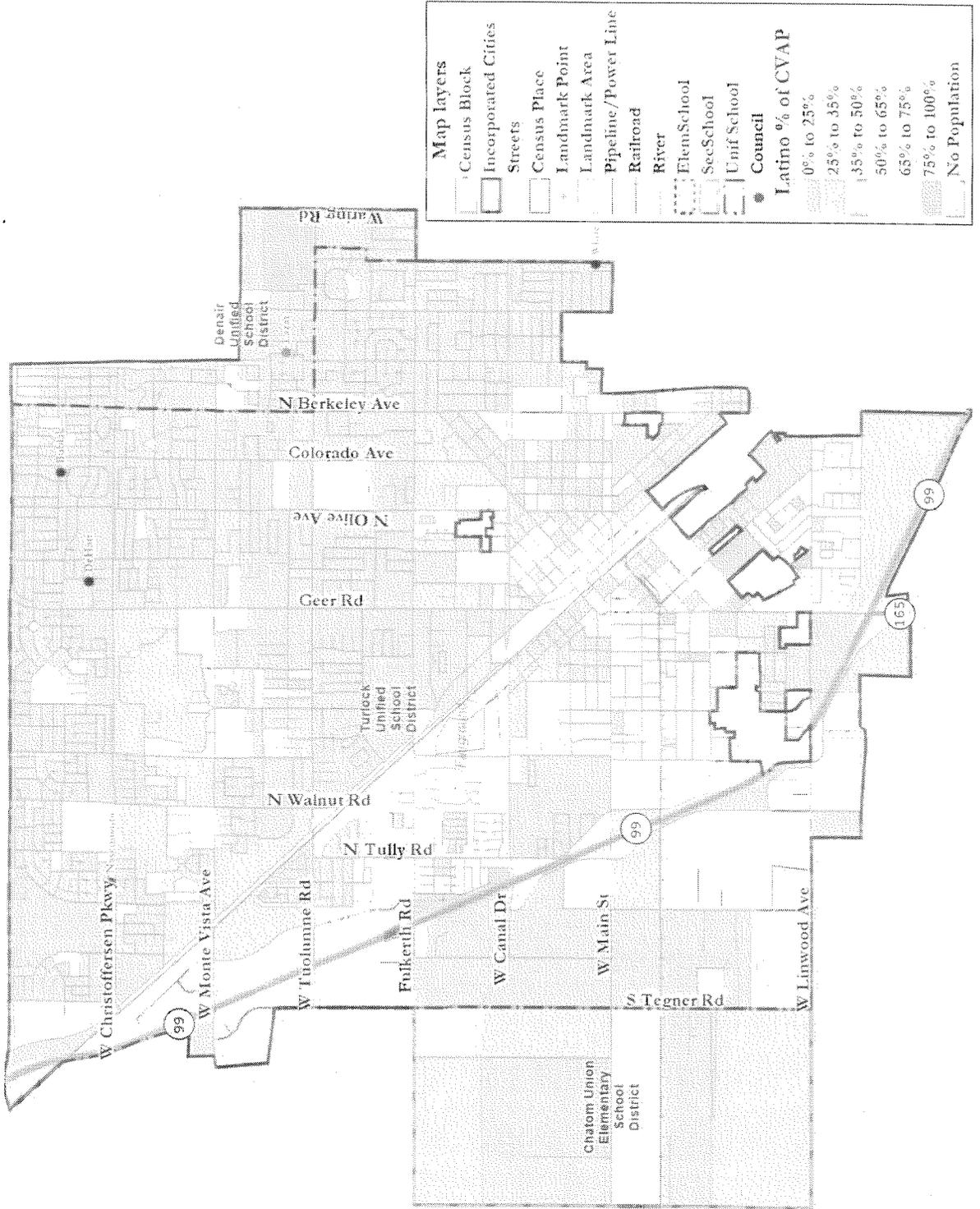
Turlock Racial & Ethnic Demographics

- Total Population:
 - 68,549 in 2010 Census
 - Up from 55,810 in 2000
 - Over 8,500 of the just under 13,000 increase were Latino
 - 36% Latino
 - Up from 29% in 2000
 - 53% Non-Hispanic White
 - Down from 60% in 2000
 - 7% Asian American
 - Up from 5% in 2000
 - 4% Other, incl. African-American
- Citizen Voting Age Population:
 - 25% Latino
 - Up from 17% in 2000
 - 65% Non-Hispanic White
 - Down from 74% in 2000
 - 5% Asian American
 - Up from 3% in 2000
 - 5% Other, incl. African-American
- Registered Voters (2012 Nov):
 - Latino: 25%
 - Up from 15% in 2000
 - Asian-American: 4%
 - Up from 3% in 2000
 - Filipino: 2%
- Voter Turnout (2012 Nov):
 - Latino: 21%
 - Up from 12% in 2002
 - Asian-American: 4%
 - Filipino: 2%

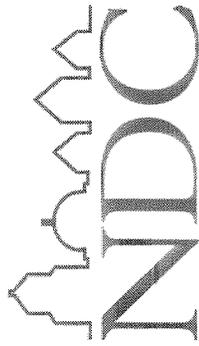
Asian % of CVAP



Latino % of CVAP



- Q. Will the cost of elections be higher with one system than another?
- A. The cost to the City Clerk of running elections is typically greater in ‘at large’ and ‘from district’ systems, and the cost to candidates is lower in ‘by district’ systems.
- Q. What is the right system for my city?
- A. Every city has different history, people, neighborhoods and issues. There is no one “right” answer that any can provide. Experts can provide context and information, but ultimately it is the community that must decide what is right for itself.



More Common Questions and Answers

National Demographics Corporation

37

Q. For how many Councilmembers do I get to vote?

A. The answer varies depending on the system:

By District: only one: each voter only casts a ballot for the Council seat representing the voter's home district.

From District: all residents vote on all Council seats, with the top vote-getter from each district taking office.

At Large: all residents vote for all Council seats, and the top vote-getters take office.

Mayor: either elected by voters at large, or selected by Council from among the Council.

More Common Questions

Q. Has anyone fought a CVRA challenge?

A. Not successfully (at least yet):

Modesto challenged the law's constitutionality, but did not go to court on the facts of the case.

After an initial vote to fight, Anaheim has settled with plaintiffs.

The only case so far is the City of Palmdale. The City lost in LA County Superior Court, and its appeal is pending.

Compiled by the Modesto Charter Review Commission:

- Frug, Gerald E., CITY MAKING: BUILDING COMMUNITIES WITHOUT BUILDING WALLS, Princeton University Press (1999).
- Giventer, Laurence, GOVERNING CALIFORNIA, McGraw-Hill (2004).
Useful for placing cities into the context of the rest of state and local government in California.
- Janiskee, Brian P. and Masugi, Ken, DEMOCRACY IN CALIFORNIA: POLITICS AND GOVERNMENT IN THE GOLDEN STATE, Rowman and Littlefield (2004).
- Janiskee, Brian P. and Masugi, Ken, eds., THE CALIFORNIA REPUBLIC: INSTITUTIONS, STATESMANSHIP & POLICIES, Rowman and Littlefield (2004).
- Reed, Thomas Harrison, MUNICIPAL GOVERNMENT IN THE UNITED STATES (1926)
Institute for Local Government (ILG): www.ilsg.org



40

Process

March 17-20, 2014

- Council will decide on a preferred approach in April
- If Council chooses district elections:
 - ▣ Draft and discuss election districts in May
 - ▣ Council selects a plan in June and votes to put question on the ballot
 - ▣ November 2014 vote on the question

Discussion

Monday	March 17, 2014	6:00 p.m.	California State University, Stanislaus 1 University Circle, Turlock, CA Mary Stuart Rogers Building, Room 130 <i>(Free parking will be available in Lot 11)</i>
Tuesday	March 18, 2014	6:00 p.m.	Senior Citizens Center 1191 Cahill Avenue, Turlock
Wednesday	March 19, 2014	6:00 p.m.	Turlock Public Safety Center 244 N. Broadway, Turlock
Thursday	March 20, 2014	11:00 a.m.	Covenant Village – Berg Hall 2125 N. Olive Avenue, Turlock, CA <i>(Street Parking Only)</i>