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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA

14 COUNTY OF RIVERSIDE

15 SHIRLEY FREEMAN; DANIEL FREEMAN;
16 and TIFFINE HANSBROUGH; on behalf of
themselves and all others similarly situated,

17
18 Petitioners/Plaintiffs,

19 vs.

20 RIVERSIDE COUNTY; RIVERSIDE
COUNTY PROBATION DEPARTMENT;
21 CHIEF PROBATION OFFICER RONALD L.
MILLER, in his official capacity,

22 Respondents/Defendants.
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Case No. RIC2001772

Assigned to the Honorable Craig Riemer

**~~PROPOSED~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Date: November 29, 2023

Time: 8:30 a.m.

Dept: 10

Complaint filed: June 1, 2020

1 The Court has considered Plaintiffs Shirley and Daniel Freeman’s (Plaintiffs’) unopposed
2 Motion for Final Approval of Class Action Settlement, as well as Plaintiffs’ unopposed Motion for
3 Attorneys’ Fees and Costs. Plaintiffs’ motions are based on the Settlement Agreement and Release
4 (Settlement or Settlement Agreement) attached as Exhibit A to the Declaration of Rebecca Miller
5 (Class Counsel) in Support of Plaintiffs’ Unopposed Motions for Final Approval of Class Action
6 Settlement and for Attorneys’ Fees and Costs filed on April 24, 2023. Since full and adequate
7 notice was given to the Class as required by the Court’s order granting preliminary approval on
8 January 13, 2023, and the Court considered all the papers filed and the proceedings held herein, it
9 is **ORDERED, ADJUDGED, and DECREED THAT:**

10 1. This Court has jurisdiction over the subject matter of this lawsuit and over all parties to
11 this lawsuit, including all Class Members.

12 2. Unless otherwise specified, defined terms in this Order of Final Approval and Judgment
13 have the same definition as used in the Settlement Agreement.

14 3. **Causes of Action and Claims.** The operative complaint (Plaintiffs’ Second Amended
15 Complaint) asserts five Causes of Action, all of which seek to establish that the manner in which
16 Riverside County assessed and collected costs of support was illegal, and four of which seek
17 reimbursement of fees the County collected:

- 18 • First Cause of Action: Plaintiffs sought a writ of mandate pursuant to Code of Civil
19 Procedure § 1085, declaring that the County violated its ministerial duty by failing
20 to conduct ability-to-pay determinations and obtain enforceable court orders against
21 parents and guardians as required by Welfare & Institutions Code §§ 903 and
22 903.45 and therefore was required to repay fees it had collected;
- 23 • Second and Third Causes of Action: Plaintiffs sought a writ of mandate pursuant to
24 Code of Civil Procedure § 1085, declaring that the County violated its ministerial
25 duty to provide parents and guardians notice and an opportunity to be heard as to
26 their liability for costs of support as required by the California and Federal
27 Constitutions, and therefore was required to repay fees it had collected. *See* Cal.
28 CONST., art. I, § 7; U.S. CONST., amend. XIV, § 1; 42 U.S.C. § 1983 (providing

1 cause of action to redress violations of federal right to due process and other
2 constitutional provisions under color of state law);

- 3 • Fourth Cause of Action: Pursuant to Government Code §§ 815.6 and 910, Plaintiffs
4 sought restitution for any costs of support that were collected in violation of the
5 statutory and constitutional requirements set forth above; and
- 6 • Fifth Cause of Action: Plaintiffs sought a declaration pursuant to Code of Civil
7 Procedure § 526a that the County’s assessment, collection, and refusal to repay
8 costs of support violated state law, and the California and United States
9 Constitutions.

10 4. **Class Certification.** The Court has already certified the Class pursuant to its December 10,
11 2012 Order on Plaintiffs’ Motion for Class Certification. The Class includes all “parents and
12 guardians from whom Riverside County received a payment in a juvenile case for costs of support
13 from December 21, 2016, through April 21, 2020.”

14 5. **The Court finds that Notice was sufficiently given pursuant to the plan for notice**
15 **approved by this Court’s preliminary approval.** The Settlement Administrator provided Notice
16 to Class Members in compliance with the Settlement, Code of Civil Procedure Section 382, Rules
17 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
18 law. The Notice (a) fully and accurately informed Class Members about the lawsuit and
19 Settlement; (b) provided sufficient information so that Class Members were able to decide whether
20 to accept the benefits offered, opt out of the Settlement, or object to the proposed Settlement; (c)
21 provided procedures for Class Members to file written objections to the proposed Settlement, to
22 appear at the Fairness Hearing, and to state objections to the proposed Settlement; and (d)
23 provided the time, date, and place of the final Fairness Hearing.

24 6. **Exclusion.** Based on the declaration of Samantha Ries of Rust Consulting, Inc. (Rust), the
25 Court finds that one Class Member submitted a valid Request for Exclusion: Ms. Phyliss Elizabeth
26 Thomas.

27 7. **The Settlement is fair, reasonable, and adequate such that final approval is**
28 **warranted.** The Court finds the Settlement was entered into in good faith, that it is fair,

1 reasonable, and adequate, and that it satisfies the standards and applicable requirements for final
2 approval of this class action Settlement Agreement under California law, including the provision
3 of Code of Civil Procedure Section 382 and Rule of Court 3.769. Specifically, the Court finds that
4 the Settlement was reached following meaningful discovery and investigation conducted by Class
5 Counsel; that the Settlement is the result of serious, informed, adversarial, and arm's-length
6 negotiations between the parties with a neutral third party; and that the terms of the Settlement are,
7 in all respects, fair, adequate, and reasonable. In so finding, the Court has considered all of the
8 evidence presented, including evidence regarding the strength of Plaintiffs' case; the risks,
9 expense, complexity, and novelty of the claims presented; the likely duration of further litigation;
10 the amount offered in the Settlement; the extent of investigation and discovery completed; and the
11 experience and views of Class Counsel. The Court also considered the lack of objections and only
12 one request for exclusion from Class Members. Accordingly, the Court grants final approval of the
13 Settlement Agreement and orders it to be effectuated in accordance with the terms and conditions
14 in the Settlement Agreement and this Order.

15 8. **Release.** The Court finds that a full opportunity has been afforded to Class Members to
16 participate in the hearing on Plaintiffs' Motion for Final Approval, and all Class Members and
17 other persons wishing to be heard, have been heard. Therefore, upon the effective date of the
18 Settlement, and in consideration of the promises and covenants set forth in the Settlement
19 Agreement, the Plaintiffs and Participating Class Members, on behalf of themselves, their heirs,
20 executors, administrators, representatives, attorneys, successors, assigns, agents, affiliates, and
21 partners, and any persons they represent, by operation of any final judgment entered by the Court,
22 fully, finally, and forever release, relinquish, and discharge Riverside County of and from any and
23 all of the Settled Claims. Settled Claims means all claims for damages, declaratory or injunctive
24 relief that were brought on behalf of Plaintiffs or Class Members in this Action based on the facts
25 and circumstances alleged in the Second Amended Complaint. SA, B.13, C.1; Addendum to
26 Settlement Agreement and Release Section 4.

27 9. **Payments to Participating Class Members.** The Settlement Administrator will issue a
28 payment to each Class Member in accordance with Sections F and G of the Settlement Agreement

1 within 30 business days of the effective date of the Settlement. Participating Class Members will
2 be entitled to receive an Individual Settlement Payment based on the Class Member's Pro Rata
3 Percentage Share of the \$540,307 Settlement Fund. All participating Class Members will be
4 entitled to a \$25 minimum payment. The Settlement Administrator shall prepare and mail checks
5 to all Class Members except Ms. Phyliss Elizabeth Thomas who has submitted a valid request for
6 exclusion.

- 7 a. The Court orders that the Settlement Administrator shall require that any envelope
8 transmitting the Settlement payment to any Class Member shall bear the notation,
9 "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
- 10 b. The Settlement Administrator shall mail a notice of entry of judgment and notice of
11 dismissal of Defendants Riverside County Probation Department and Chief
12 Probation Officer Ronald L. Miller to Participating Class Members alongside their
13 Settlement checks by first-class mail.
- 14 c. The Court orders the Settlement Administrator to mail a reminder postcard to any
15 Class Member whose settlement distribution check has not been claimed within 60
16 days after the date of mailing.
- 17 d. Pursuant to the terms of the Settlement Agreement, settlement distribution checks
18 shall be valid and negotiable for 120 days from the date of issuance. After such
19 time, the checks will be voided and deemed of no further force and effect. Any
20 such unclaimed funds shall be deemed part of the Settlement Residues and shall be
21 evaluated for a second round of distribution to Participating Class Members or
22 distributed as cy pres as set forth in Sections G.1.a-e and H.1. of the Settlement
23 Agreement.
- 24 e. If the total amount of the Settlement Residues exceeds \$35,000, the Settlement
25 Residues amount shall be redistributed to Class Members who did not opt out and
26 who cashed their checks within the 120-day period on a pro rata basis in the same
27 manner as the Individual Settlement Payments were determined.

1 **10. Service Awards.** The Court finds that the requested Service Awards to Plaintiffs Shirley
2 Freeman and Daniel Freeman in the amount of \$7,500 each are fair and reasonable for the work
3 performed, risks in commencing this Action as Class Representatives, and result achieved on
4 behalf of the class. The Court awards and thus orders that Riverside County issue a Service Award
5 to Class Representatives Shirley Freeman and Daniel Freeman in the amount of \$7,500 each.

6 **11. Award of Attorneys' Fees and Cost.** The Court awards attorneys' fees in the amount of
7 \$525,000, which is fair and reasonable in light of Class Counsel's lodestar and the results
8 obtained. This amount includes the \$8,624.10 in litigation costs incurred by Class Counsel. The
9 Court awards and thus orders that Riverside County issue attorneys' fees and costs in the amount
10 of \$525,000 to be divided as follows between Class Counsel: \$243,978.58 to Western Center on
11 Law & Poverty and \$281,021.42 to the National Center for Youth Law.

12 **12. Costs of Settlement Administration.** The Court finds that the cost of the administration
13 of the Settlement is reasonable. The Court approves Rust Consulting, Inc., to continue as the
14 Settlement Administrator. The Court finds Rust's estimated total costs of \$ \$32,463 to administer
15 the Settlement are reasonable and necessary. Payment to Rust will be made by Riverside County
16 as described in the Settlement Agreement in Section J.2.

17 **13. Cy Pres.** If the total amount of the Settlement Residues is less than \$35,000, or any
18 amount remains after a Residues Distribution, the Settlement Administrator shall distribute the
19 remaining funds, in accordance with Code of Civil Procedure Section 384, on a cy pres basis to
20 the two nonprofit organizations proposed by the parties and approved by the Court: Casa Blanca
21 Home of Neighborly Services, located at 7680 Casa Blanca St., Riverside, CA 92504, and
22 Catholic Charities of San Bernardino & Riverside Counties, located at 1450 North D Street, San
23 Bernardino, CA 92405. The Court finds no material contractual, financial, or familial relationship
24 between these organizations and the parties or their attorneys. The cy pres award will be
25 distributed in equal parts to these two organizations.

26 **14. Dismissal of Defendants Riverside County Probation Department and Ronald L.**
27 **Miller.** The Settlement Agreement between Plaintiffs and Defendant Riverside County resolves all
28 claims in this lawsuit and provides the desired relief for Class Members. As such, the Court finds

1 that Class Members will not be prejudiced by the dismissal of Defendants Riverside County
2 Probation Department and Ronald L. Miller. The Court orders these two Defendants be dismissed
3 with prejudice and notice of the dismissal given to Class Members along with the notice of entry
4 of judgment.

5 **15. Dismissal of Non-Class Member Tiffine Hansbrough.** Given that Ms. Hansbrough did
6 not assert any class claims against the County in this litigation, nor did Plaintiffs' Second
7 Amended Complaint make any class allegations on behalf of Ms. Hansbrough, the Court finds that
8 Class Members will not be prejudiced by the dismissal of Ms. Hansbrough's claims. The Court
9 orders that Ms. Hansbrough's claim be dismissed with prejudice.

10 **16. Binding Effect of Order.** This Order applies to all claims or causes of action settled under
11 the Settlement Agreement and binds all Participating Class Members. All Participating Class
12 Members shall be deemed to have entered the Settlement Agreement.

13 **17. Court's Jurisdiction.** Pursuant to the Settlement Agreement, California Code of Civil
14 Procedure Section 664.6, and California Rule of Court, Rule 3.769(h), the Court retains
15 jurisdiction over this Action and the Parties until the final performance of the Settlement
16 Agreement.

17 **18. Final Report (Nonappearance) Hearing.** A Final Report (Nonappearance Hearing) is
18 scheduled for June 10, 2024, at 8:30 a.m. in this Department. This is 180 days from the date of the
19 Settlement Residues distribution. No later than five (5) court days before this hearing, Rust
20 Consulting, Inc. (Rust) shall file any report pursuant to Code of Civil Procedure Section 384(b) in
21 the form of a declaration. The report shall include:

- 22 a. An accounting declaration from Rust regarding the distribution of the Settlement
23 Fund and the status of any unresolved issues. Such declaration shall describe (i) the
24 date the checks were mailed, (ii) the total number of checks mailed to class
25 members, (iii) the average amount of those checks, (iv) the number of checks that
26 remained uncashed, (v) the total value of those uncashed checks, (vi) the average
27 amount of the uncashed checks, and (vii) the nature and date of the disposition of
28 those unclaimed funds.

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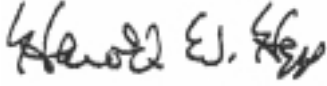
- b. If there is unpaid residue to be distributed, the report shall be accompanied by a proposed amended Order of Final Approval and Judgment.
- c. If applicable, within 15 days after receipt of notice of entry of the amended Order of Final Approval and Judgment, counsel for Plaintiffs shall send a copy of the amended Order of Final Approval and Judgment which distributes funds to the cy pres recipients to the Judicial Council in compliance with Code of Civil Procedure Section 384.5 and shall file a proof of service with this Court confirming this. The correspondence by counsel shall include a cover letter providing the Judicial Council with the information required pursuant to Government Code Section 68520.

19. **Judgment.** This Order of Final Approval and Judgment is intended to be the final disposition of the above-captioned action and is intended to be immediately appealable. Subject to the Court’s continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Order of Final Approval and Judgment. The Court finds that there is no reason to delay and directs the Clerk to enter judgment in accordance with the terms of this Order as of the date of this Order.

20. **Notice of Final Judgment.** Within ten (10) business days following the Court’s entry of the Order of Final Approval and Judgment, the parties shall post a Notice of Final Settlement, in English and Spanish, jointly developed between the Parties, in all locations identified by Section E.4. of the Settlement Agreement. The Notice of Final Settlement shall remain posted and shall be maintained or replaced with new copies as needed until the obligations of the Settlement Agreement are terminated.

IT IS SO ORDERED.

Dated: 11/27/2023



 HONORABLE CRAIG RIEMER
 SUPERIOR COURT JUDGE