

FILED

Superior Court of California
County of Los Angeles

10/29/2026

David W. Slayton, Executive Officer / Clerk of Court

By: F. Hatfield Deputy

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

10 ADAM HOFFMAN, individually and on
11 behalf of all others similarly situated, and
SAMUEL JASON, individually and on behalf
12 of all others similarly situated,

13 Plaintiffs,

14 v.

15 CITY OF LOS ANGELES,

16 Defendant.
17

Case No. BC672326

**~~PROPOSED~~ AMENDED JUDGMENT
APPROVING CLASS ACTION
SETTLEMENT**

Assigned for All Purposes to:
Hon. Theresa M. Traber
Dept. SSC-1
Action Filed: August 15, 2017

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19 WHEREAS, a putative class action is pending in this Court entitled *Adam Hoffman, et al. v.*
20 *City of Los Angeles*, Case No. BC672326 (the “Action”);

21 WHEREAS, (a) plaintiffs Adam Hoffman and Samuel Jason (collectively, “Plaintiffs”), on
22 behalf of themselves and the Settlement Class (defined below), and (b) defendant City of Los
23 Angeles (“Defendant” or “City”; and, together with Plaintiffs, the “Parties”) have entered into a
24 First Amended Stipulation and Agreement of Settlement dated May 30, 2023 (the “Stipulation”)
25 and filed with the Court that same day, that provides for a complete resolution of the claims asserted
26 against the Defendant in the Action on the terms and conditions set forth in the Stipulation, subject
27 to the approval of this Court (the “Settlement”);
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1 WHEREAS, unless otherwise defined in this Amended Judgment Approving Class Action
2 Settlement (“Amended Judgment”), the capitalized terms herein shall have the same meaning as
3 they have in the Stipulation;

4 WHEREAS, by Order dated June 12, 2023 (the “Preliminary Approval Order”), this Court:
5 (a) preliminarily approved the Settlement; (b) certified the Settlement Class solely for purposes of
6 effectuating the Settlement; (c) ordered that notice of the proposed Settlement be provided to
7 potential Settlement Class Members; (d) provided Settlement Class Members with the opportunity
8 either to exclude themselves from the Settlement Class or to object to the proposed Settlement; and
9 (e) scheduled a hearing regarding final approval of the Settlement;

11 WHEREAS, due and adequate notice has been given to the Settlement Class;

12 WHEREAS, the Court conducted a hearing on December 20, 2023 (the “Settlement
13 Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement
14 are fair, reasonable and adequate to the Settlement Class, and should therefore be approved; and (b)
15 whether a judgment should be entered resolving claims asserted in the Action against the Defendant;

17 WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and
18 proceedings held herein in connection with the Settlement, all oral and written comments received
19 regarding the Settlement, and the record in the Action, and good cause appearing therefor; the Court
20 entered the Judgment Approving Class Action Settlement; and

21 WHEREAS, by Order dated March 23, 2026, the Court: (1) reset the deadline for submission
22 of the Claims Administrator’s Final Report from May 1, 2026 to September 28, 2026; and (2) reset
23 the deadline for submission of the Stipulation and Proposed Order and Proposed Amended Judgment
24 from May 1, 2026, to October 28, 2026, and good cause appearing therefor,

26 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:
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1 1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and
2 all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each
3 of the Settlement Class Members.

4 2. **Incorporation of Settlement Documents** – This Amended Judgment incorporates
5 and makes a part hereof: (a) the Stipulation filed with the Court on May 30, 2023; (b) the Notice,
6 Email Notice and the Postcard Notice, all of which were filed with the Court on November 15, 2023;
7 and (c) the Final Report of Eric Nordskog Regarding Distribution of the Net Settlement Fund (“Final
8 Accounting”).

9 3. **Class Certification for Settlement Purposes** – The Court hereby affirms its
10 determinations in the Preliminary Approval Order certifying, for the purposes of the Settlement
11 only, the Action as a class action pursuant to California Code of Civil Procedure §382 and California
12 Rules of Court 3.765 and 3.769 on behalf of the Settlement Class consisting of all Account Holders
13 who paid Sewer Service Charges to the City of Los Angeles calculated subject to the Dry Winter
14 Compensation Factor (*i.e.*, Residential Property (four or fewer units, non-“Multiple Dwelling”)
15 customers of L.A. Sanitation who lack separate indoor (tributary) and outdoor (non-tributary) water
16 meters), at any time from May 4, 2016 through June 30, 2022, inclusive (the “Settlement Class
17 Period”). Excluded from the Settlement Class are: (i) any Judge to whom this case is or was
18 assigned; and (ii) any officers and council members of the City. Also excluded from the Settlement
19 Class are the persons and entities listed on Exhibit 1 hereto who or which are excluded from the
20 Settlement Class pursuant to request.

21 4. **Class Findings** – Solely for purposes of the proposed Settlement of this Action, the
22 Court finds that: (a) the number of Settlement Class Members is so numerous that joinder of all
23 members thereof is impracticable; (b) there are questions of law and fact common to the Settlement
24 Class; (c) the claims of Plaintiffs are typical of the claims of the Settlement Class they seek to
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1 represent; (d) Plaintiffs and Plaintiffs' Counsel will fairly and adequately represent the interests of
2 the Settlement Class; (e) the questions of law and fact common to the members of the Settlement
3 Class predominate over any questions affecting only individual members of the Settlement Class;
4 and (f) a class action is superior to other available methods for the fair and efficient adjudication of
5 this controversy.

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7 5. For the purposes of the Settlement only, Plaintiffs Adam Hoffman and Samuel Jason
8 are certified as the Class Representatives for the Action and the law firm of Glancy Prongay Wolke
9 & Rotter LLP (f/k/a Glancy Prongay & Murray LLP) is appointed as Class Counsel for the
10 Settlement Class.

11 6. **Notice** – The Court finds that the dissemination of the Postcard Notice, Email Notice
12 and the online posting of the Notice on the Settlement Website: (a) were implemented in accordance
13 with the Preliminary Approval Order; (b) constituted the best notice practicable under the
14 circumstances; (c) constituted due, adequate, and sufficient notice to all persons and entities entitled
15 to receive notice of the proposed Settlement; and (d) met the requirements of California law and due
16 process.

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18 7. **Final Judgment** – The Court hereby enters this Amended Judgment in accordance
19 with, and subject to, the terms set forth in the Order Granting Final Approval of Class Action
20 Settlement ("Final Approval Order").

21 8. **Binding Effect** – The terms of the Stipulation and of this Amended Judgment shall
22 be forever binding on Defendant, Plaintiffs and all other Settlement Class Members (regardless of
23 whether or not any individual Settlement Class Member submits a Claim Form or seeks or obtains
24 a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The
25 persons and entities listed on Exhibit 1 hereto are excluded from the Settlement Class pursuant to
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1 request and are not bound by the terms of the Stipulation, the Final Approval Order or the Amended
2 Judgment.

3 9. **Releases** – The Court orders that the following Releases are effective as of the
4 Effective Date:

5 10. Without further action by anyone, and subject to paragraph 13 below, upon the
6 Effective Date of the Settlement, Plaintiffs and each of the other Settlement Class Members, on
7 behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors,
8 attorneys, and assigns, in their capacities as such, shall be deemed to have, and by operation of law
9 and of the judgment shall have, fully, finally and forever compromised, settled, released, resolved,
10 relinquished, waived and discharged each and every Released Plaintiffs' Claim¹ against the
11 Defendant and the other Defendant's Releasees,² and shall forever be barred and enjoined from
12 prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendant's Releasees.
13 This Release shall not apply to any person or entity listed on Exhibit 1 hereto.
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18 ¹ "Released Plaintiffs' Claims" means all claims and causes of action of every nature and
19 description, whether known claims or unknown claims, whether arising under federal, state,
20 common or foreign law, that Plaintiffs or any other member of the Settlement Class: (i) asserted in
21 the Complaint; or (ii) could have asserted in any forum that arise out of or are based upon the
22 allegations, transactions, facts, matters or occurrences, representations or omissions involved, set
23 forth, or referred to in the Complaint and that relate to the payment of Sewer Service Charges to the
24 City of Los Angeles calculated using the Dry Winter Compensation Factor during the Settlement
Class Period or the use of sewer service charge revenue for purposes not allowed under Proposition
218. Released Plaintiffs' Claims do not include: (i) any claims relating to the enforcement of the
Settlement; and (ii) any claims of any Person that submits a request for exclusion that is accepted
by the Court. Stipulation, ¶1(kk).

25 ² "Defendant's Releasees" means Defendant, and each of its current and former employees, officials,
26 agents, managers, clerks, officers, directors and attorneys, including, but not limited to, the Mayor
27 of the City of Los Angeles, Members of the City Council for the City of Los Angeles, Managers of
the City of Los Angeles, Clerks of the City of Los Angeles, Finance Directors for the City of Los
28 Angeles, in their capacities as such. The Parties expressly acknowledge that each of the foregoing
is included as a Defendant Releasee even though not identified by name herein. Stipulation, ¶1(o).

1 11. Without further action by anyone, and subject to paragraph 13 below, upon the
2 Effective Date of the Settlement, Defendant, on behalf of itself, and its respective administrators,
3 predecessors, successors, attorneys, and assigns, in their capacities as such, shall be deemed to have,
4 and by operation of law and of the judgment shall have, fully, finally and forever compromised,
5 settled, released, resolved, relinquished, waived and discharged each and every Released
6 Defendant's Claim³ against Plaintiffs and the other Plaintiffs' Releasees,⁴ and shall forever be barred
7 and enjoined from prosecuting any or all of the Released Defendant's Claims against any of the
8 Plaintiffs' Releasees. This Release shall not apply to any person or entity listed on Exhibit 1 hereto.
9 For the avoidance of doubt, this release shall not apply to any claims by the Defendant or any other
10 Defendant Releasee that arise out of or relate in any way to: (i) delinquent sewer fees or charges; or
11 (ii) money owed by a Settlement Class Member for any other City services, charges or fees; in other
12 words, it relates solely to the institution, prosecution, or settlement of the claims asserted in the
13 Action against the Defendant.
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19 ³ "Released Defendant's Claims" means all claims and causes of action of every nature and
20 description, whether known claims or unknown claims, whether arising under federal, state,
21 common or foreign law, that arise out of or relate in any way to the institution, prosecution, or
22 settlement of the claims asserted in the Action against the Defendant. Released Defendant's Claims
23 do not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against
24 any Person that submits a request for exclusion from the Settlement Class that is accepted by the
25 Court. Moreover, for the avoidance of doubt, Released Defendant's Claims do not include any
claims by Defendant or Defendant's Releasees that arise out of or relate in any way to: (i) delinquent
sewer fees or charges; or (ii) money owed by a Settlement Class Member for any other City services,
charges or fees; in other words, Released Defendant's Claims relate solely to the institution,
prosecution, or settlement of the claims asserted in the Action against the Defendant. Stipulation,
¶1(jj).

26 ⁴ "Plaintiffs' Releasees" means Plaintiffs, their respective attorneys, and all other Settlement Class
27 Members, and their respective current and former officers, directors, agents, parents, affiliates,
28 subsidiaries, successors, predecessors, assigns, assignees, employees, and attorneys, in their
capacities as such. Stipulation, ¶1(ee).

1 12. Notwithstanding ¶¶ 10-11 above, nothing in the Final Approval Order or this
2 Amended Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of
3 the Stipulation, the Final Approval Order or this Amended Judgment.

4 13. **Retention of Jurisdiction/Injunctive Relief** – Without affecting the finality of this
5 Amended Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a)
6 the Parties for purposes of the administration, interpretation, implementation and enforcement of
7 the Settlement; (b) the disposition of the Settlement Fund; and (c) the Settlement Class Members
8 for all matters relating to the Action.

9 14. For the avoidance of doubt, the Court retains continuing and exclusive jurisdiction
10 over the Non-Monetary Remedial Relief Component of the Settlement (a/k/a injunctive relief), set
11 forth in paragraph 10 of the Stipulation.

12 15. **Modification of the Agreement of Settlement** – Without further approval from the
13 Court, Plaintiffs and Defendant are hereby authorized to agree to and adopt such amendments or
14 modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that:
15 (a) are not materially inconsistent with this Amended Judgment; and (b) do not materially limit the
16 rights of Settlement Class Members in connection with the Settlement. Without further order of the
17 Court, Plaintiffs and Defendant may agree to reasonable extensions of time to carry out any
18 provisions of the Settlement.

19 16. **Termination of Settlement** – None of the contingencies identified in Paragraph 44
20 of the Stipulation as approved by this Court regarding the right of Plaintiffs and Defendant to
21 terminate the Settlement have occurred and such right of termination has extinguished by the
22 Settlement's terms. Entry of this Amended Judgment does not revive either Party's right to
23 terminate the Settlement.

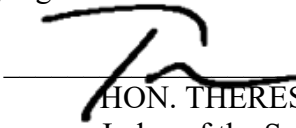
24 17. **Posting of this Amended Judgment and the Final Approval Order on Settlement**
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1 **Website** – This Amended Judgment shall be posted, and the Final Approval Order shall remain
2 posted, on the Settlement Website for 30 calendar days, after which the Claims Administrator may
3 shut down the Settlement Website.

4 18. **Final Report and Accounting** – Attached as Exhibit 2 hereto is the Final
5 Accounting prepared by the Court-approved Claims Administrator. The Court hereby approves the
6 Final Accounting, and further orders that the remaining balance of the Net Settlement Fund will be
7 distributed in equal amounts to Heal the Bay and LA Waterkeeper. Heal the Bay and LA
8 Waterkeeper were previously approved as *cy pres* recipients in the Court’s August 13, 2024, Class
9 Distribution Order.

11 19. **Entry of Amended Final Judgment** – There is no just reason to delay the entry of
12 this Amended Judgment as the final judgment in this Action. Accordingly, the Clerk of the Court
13 is expressly directed to immediately enter this final judgment in this Action.

14 Dated: _____, 2026

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16 HON. THERESA M. TRABER
17 Judge of the Superior Court
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Exhibit 1

List of Persons and Entities Excluded from the Settlement Class Pursuant to Request

1. June K Martin;
2. Maria Elena Esparza;
3. Florence Shirvanian; and
4. Alice Marie Lowe.

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Exhibit 2
Final Accounting

1 KEVIN F. RUF (#136901)
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6 *Attorneys for Plaintiffs*

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

10 ADAM HOFFMAN and SAMUEL JASON,
11 Individually and on Behalf of All Others
Similarly Situated,

12 Plaintiffs,

13
14 v.

15 CITY OF LOS ANGELES,

16 Defendant.

Case No. BC672326

**FINAL REPORT OF
ERIC NORDSKOG REGARDING
DISTRIBUTION OF THE NET
SETTLEMENT FUND**

Assigned for All Purposes to: Hon. Theresa M.
Traber

Dept: SSC-1
Action Filed: August 15, 2017

1 I, Eric Nordskog, declare as follows:

2 1. I am a Client Services Director with A.B. Data, Ltd. (“A.B. Data”).¹ The following
3 statements are based on my personal knowledge and information provided by other A.B. Data employees
4 working under my supervision, and if called on to do so, I could and would testify competently thereto.

5 2. Pursuant to the Court’s Order Preliminarily Approving Settlement and Providing for
6 Notice dated June 12, 2023, A.B. Data was authorized to function as the Claims Administrator in
7 connection with the Settlement of the above-captioned action (the “Action”).

8 3. On August 13, 2024, the Court granted Plaintiffs’ Unopposed Motion for Class
9 Distribution Order (the “Distribution Order”) directing A.B. Data to distribute the Net Settlement Fund
10 in accordance with the Distribution Plan set forth in my declaration in support of Plaintiffs’ Unopposed
11 Motion for Class Distribution Order dated May 16, 2024. I submit this Final Report to provide the Court
12 and the Parties to the Action with updated information regarding the distribution of the Net Settlement
13 Fund to the Settlement Class.

14 **INITIAL DISTRIBUTION**

15 4. The Distribution Order approved payment of the Net Settlement Fund to Authorized
16 Claimants on a *pro rata* basis after deducting any Court-approved fees and expenses related to the
17 administration of the Settlement and excluding Claims that would receive a payment of less than \$10.00.

18 5. Beginning on October 22, 2024, A.B. Data sent payments totaling \$38,726,496.45 to
19 499,517 Authorized Claimants (the “Initial Distribution”). Payment amounts for the Authorized
20 Claimants ranged from \$10.00 to \$14,109.10, and the average payment was \$77.53. Authorized
21 Claimants were provided with a 90-day period to deposit their checks before they became void. All
22 payments included A.B. Data’s contact information in the event an Authorized Claimant had questions
23 or needed their check reissued due to a name change or some other issue.

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¹ All capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in
27 the First Amended Stipulation and Agreement of Settlement, dated May 30, 2023, attached as Exhibit 1
28 to the Supplemental Declaration of Jonathan M. Rotter in Support of Plaintiffs’ Unopposed Motion for
Preliminary Approval of Class Action Settlement, filed on May 30, 2023.

6. In an effort to maximize the number of Authorized Claimants able to participate in the distribution, A.B. Data issued replacement checks to certain Authorized Claimants who had not cashed their checks as of the void date and had requested a reissued check. Additionally, A.B. Data conducted advance address research utilizing a third-party subscription service in an attempt to obtain updated addresses for checks that were returned as undeliverable by the United States Postal Service.

7. At the conclusion of the Initial Distribution, 376,720 payments totaling \$30,534,287.84 had been cashed. After all reasonable efforts to encourage Authorized Claimants to cash their checks had been exhausted, the remaining balance in the Net Settlement Fund was \$8,192,208.61.

SECOND DISTRIBUTION

8. Pursuant to the Distribution Order, A.B. Data, in consultation with Plaintiffs' Counsel, determined it was cost-effective to conduct a re-distribution of the Net Settlement Fund (the "Second Distribution") to all Authorized Claimants in the Initial Distribution who cashed their distribution checks and would receive at least \$10.00 from the Second Distribution. After deducting \$375,000 for A.B. Data's fees and costs associated with performing the Second Distribution, approximately \$7,660,000 remained in the Net Settlement Fund for the Second Distribution. In addition, A.B. Data and Plaintiffs' Counsel agreed to set aside approximately \$150,000 in reserve to address any subsequent requests from Authorized Claimants to reissue uncashed checks from the Initial Distribution.

9. On June 11, 2025, 286,789 payments, totaling \$7,659,996.74, were mailed to Authorized Claimants who cashed their Initial Distribution settlement checks and who were eligible to receive a payment of \$10.00 or more.

10. Authorized Claimants cashed 221,741 Second Distribution payments totaling \$6,070,070.74, and 588 Initial Distribution reissue payments totaling \$57,941.71.

11. At the conclusion of the Second Distribution, \$1,764,393.66 remained in the Net Settlement Fund, consisting of \$1,589,926.00 from the Second Distribution, \$99,811.66 from the reserve, and \$74,656.00 from a federal tax refund.

1 **THIRD DISTRIBUTION**

2 12. Pursuant to the Distribution Order, A.B. Data, in consultation with Plaintiffs' Counsel,
3 determined it was cost-effective to conduct a second re-distribution of the Net Settlement Fund (the
4 "Third Distribution") to all Authorized Claimants in the Second Distribution who cashed their
5 distribution checks and would receive at least \$10.00 from the Third Distribution. After deducting
6 \$89,191.00 for A.B. Data's fees and costs associated with performing the Third Distribution,
7 approximately \$1,575,202.66 remained in the Net Settlement Fund for the Third Distribution. In
8 addition, A.B. Data and Plaintiffs' Counsel agreed to set aside \$100,000 in reserve to address any
9 subsequent requests from Authorized Claimants to reissue uncashed checks from the Initial and Second
10 Distributions.

11 13. On October 21, 2025, 39,043 payments, totaling \$1,575,202.57, were mailed to
12 Authorized Claimants who cashed their Initial and Second Distribution settlement checks and who were
13 eligible to receive a payment of \$10.00 or more.

14 14. All remaining uncashed checks were voided on February 27, 2026.

15 **FOURTH DISTRIBUTION**

16 15. Pursuant to the Distribution Order, A.B. Data, in consultation with Plaintiffs' Counsel,
17 determined it was cost-effective to conduct a third re-distribution of the Net Settlement Fund (the
18 "Fourth Distribution") to all Authorized Claimants in the Third Distribution who cashed their
19 distribution checks and would receive at least \$10.00 from the Fourth Distribution. After deducting
20 \$32,898.00 for A.B. Data's fees and costs associated with performing the Fourth Distribution,
21 approximately \$237,873.29 remained in the Net Settlement Fund for the Fourth Distribution.

22 16. On April 13, 2026, 2,997 payments, totaling \$237,873.19, were mailed to Authorized
23 Claimants who cashed their Initial, Second, and Third Distribution settlement checks and who were
24 eligible to receive a payment of \$10.00 or more.

25 17. Authorized Claimants cashed 2,727 Fourth Distribution payments totaling \$221,817.32.
26 As of the date of this Declaration, \$16,055.87 remains in the Net Settlement Fund. All remaining
27 uncashed checks were voided on September 2, 2026.

18. Given the amount of remaining funds, A.B. Data and Plaintiffs' Counsel do not believe an additional re-distribution of the Net Settlement Fund is economically feasible.

NOTICE AND ADMINISTRATION COSTS

19. Total Notice and Administration Costs, including all cost related to the four distributions, equal \$1,390,521.02.

CONCLUSION

20. The remaining balance of the Net Settlement Fund will be distributed in equal amounts to Heal the Bay and LA Waterkeeper. Heal the Bay and LA Waterkeeper were approved as *cy pres* recipients in the Distribution Order.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28th day of September 2026.

Er A. Novakof

ERIC NORDSKOG