

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is entered into as of June 14, 2011, by and between the COMPTON COMMUNITY COLLEGE DISTRICT, a California public community college district ("District"), and *JOAQUIN AVILA*, an attorney representing plaintiffs, in a dispute and litigation referenced below against the District, involving the application of the equal population principle as protected by the California Constitution and the California Voting Rights Act of 2001, Cal. Elec. Code §§ 14025-14032. District and Avila are collectively hereinafter referred to as the "Parties."

WHEREAS, the District currently utilizes a method of electing its Governing Board members (also referred to as the "Board of Trustees") consisting of a by-trustee area election involving only four (4) trustee areas, from which five (5) governing board members are elected (the "District's Election System"); and

WHEREAS, the total population of the trustee areas vary in some cases by in excess of fifty-nine percent (59%); and

WHEREAS, Avila has alleged the District's Election System may be in violation of the California Voting Rights Act and the California Constitution (the "Dispute"); and

WHEREAS, as authorized by Education Code Section 71093 (as amended by Statutes of 2006 Chapter 50, AB 318), Resolution 2006-01 of the Board of Governors of the California Community Colleges, and Executive Order 2006-01 by the Chancellor of the California Community Colleges, the authority of the Board of Trustees of the Compton Community College District has been suspended, and a Special Trustee has been duly appointed, and authorized to exercise any powers or responsibilities, or take any official actions with respect to the management of the District that would have otherwise been within the powers and responsibilities of the Board of Trustees; and

WHEREAS, despite the suspension of the Governing Board's authority, as set forth above, the obligation of the Special Trustee, serving in the place of the Governing Board, to order elections is not suspended, and this responsibility has been carried out; and

WHEREAS, the District in the interest of resolving this Dispute without resorting to the uncertainty and significant expense of contested and protracted litigation and not as an admission of liability, desires to settle and resolve any and all claims arising out of the Dispute; and

WHEREAS, the Parties warrant and represent that each is the sole owner and holder of all rights, interests and claims asserted against the other, and that each has the full right, power and authority to settle and compromise all claims asserted against each other without the consent of any other person or entity; and

WHEREAS, the Parties acknowledge the terms of this Agreement are contractual and not merely recitals, and the Parties further acknowledge that they are bound by this Agreement and their respective obligations as set forth herein.

NOW, THEREFORE, for value received and in consideration of the mutual covenants and conditions as set forth below, the Parties agree as follows:

1. Either prior to or within ten (10) days of all Parties' execution of this Agreement, *Avila* will provide District with the names of the Plaintiffs. Within ten (10) days of providing the District with the Plaintiffs' names, District shall provide *Avila* with a draft Complaint to be filed in Los Angeles County Superior Court. *Plaintiffs shall be represented by Joaquin Avila.* Defendants shall be the Compton Community College District and Los Angeles County Superintendent of Schools. Compton Community College District shall be represented by Atkinson, Andelson, Loya, Ruud & Romo. Within ten (10) days of Parties' approval of a final Complaint, *Avila* shall file the Complaint in the Los Angeles County Superior Court
2. District will file an answer to the Complaint within the statutory time period.
3. If necessary, due to time limitations associated with the calling of the election by the County Superintendent, or the involvement of interveners, or other circumstances not yet known to the parties, the District may prepare for approval and filing by *Avila* an application for temporary or preliminary injunctive relief, including any required supporting documents.
4. Following the filing of District's and County Superintendent's responsive pleadings, the District and *Avila* agree to execute and submit a stipulated judgment to the Court containing at least the terms set forth hereinbelow:

(A) District will stipulate to an injunction that would enjoin the County Superintendent from calling the November 2011 election pursuant to Education Code sections 5302 and 5325, absent objection from the County Superintendent.

(B) District will retain a demographer and will prepare at least three (3) options for the reconfiguration of the District's trustee areas into five trustee areas, and the District's Special Trustee shall hold at least one (1) public hearing in the District to receive public input on the proposed options. In the development of the five trustee area plans, it is the understanding of the Parties that only those registered voters residing within a given trustee area will be able to vote for the office of trustee assigned to that trustee area and that the candidates for that trustee area must be a resident of that trustee area.

(C) Following the public hearing, the Special Trustee will adopt a resolution selecting a final option.

(D) Pursuant to the stipulated judgment, the Special Trustee will implement the Trustee areas without resorting to the call of an election for approval of the areas under Education Code section 5020.

(E) Alternatively, the Special Trustee may request the Los Angeles County Board of Education seek a waiver of as many of the sections of the Education Code as are necessary to implement the terms of the stipulated judgment.

(F) Alternatively, if AB 684 (Block) passes in a form consistent with its language as of May 31, 2011, and acceptable to the Special Trustee, the Special Trustee may seek final approval of the trustee areas consistent with the provisions of AB 684.

(G) District will prepare and transmit a final map of the five trustee areas to the Los Angeles County Superintendent of Schools pursuant to Education Code section 5031 and to the Los Angeles County Elections Official.

(H) The new trustee areas will be implemented during the election held in November of 2013 where all five trustee areas will elect trustees. Three of the newly elected trustees will serve a four year term and two of the newly elected trustees will serve a two year term. The determination of which trustees will serve a two year term and which trustees will serve a four year term shall be determined by lot. All current trustees, whose terms would expire prior to November of 2013, shall have their terms extended until a successor qualifies following the November 2013 election.

5. In the event of delays not caused by the District or *Avila*, or if the court fails to sign the Stipulated Judgment and issue the requested injunctive relief in time to prevent the County Superintendent from calling the Governing Board's November 2011 election, this agreement shall be a nullity except that if the District, Avila and the County Superintendent have signed and filed the Stipulated Judgment, the District's obligations in Paragraph 7, below will remain enforceable.
6. If any provision of this agreement is finally determined by a court to be unenforceable, then the remainder of this agreement shall be deemed a nullity, except for Paragraph 7.
7. Attorneys' Fees and Costs. District shall incur, and be solely responsible for all costs and expenses related to preparing the Complaint, any applications for temporary or preliminary injunctive relief, the Stipulated Judgment and for demographic services and the costs of proceeding through the administrative process. Notwithstanding the foregoing, upon entry of the Stipulated Judgment or at the time that the Court indicates that the Court will not sign the Stipulated Judgment or at the time that the Court does not issue the requested injunctive relief, District shall pay to *Joaquin Avila* the amount of \$40,000 in settlement of all fees and costs associated with the above referenced litigation and the Dispute. If any third parties, excluding the Los Angeles County Superintendent of Schools (only if it does not oppose Plaintiffs' litigation), join this litigation in any manner, and the litigation proceeds forward, if at the end of the litigation, the Plaintiffs are determined to be prevailing parties for purposes of an award of attorneys' fees, litigation expenses and costs, nothing in this agreement shall prevent Avila from filing a motion to collect such fees, expense and costs from such third parties and from the Los Angeles County Superintendent of Schools if it opposes Plaintiffs' litigation.
8. The Parties further agree to only disseminate public statements about the Complaint and the Dispute that are mutually acceptable to and approved by the Parties.
9. Upon taking the actions described herein, the Parties hereby release and forever discharge each other and each other's respective directors, officers, employees, attorneys,

successors and assigns, from any and all claims, demands, suits, rights, actions, causes of action, expenses, interest, costs, damages, attorneys' fees, liability or obligation of any kind, whenever or however derived, whether known or unknown, foreseen or unforeseen, suspected or unsuspected, present or future, in any way relating to or connected with the Dispute.

10. Upon the exchange of documents and actions taken described in Paragraphs 1 through 4 herein, the Parties hereby agree to waive any and all rights and benefits that it now has or in the future may have under California Civil Code section 1542, which states in relevant part:

"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."

11. No supplement, modification, waiver or amendment with respect to this Agreement shall be binding unless executed in writing and signed by the party against whom enforcement of such supplement, modification, waiver or amendment is sought.
12. All agreements, covenants and representations, oral or written, of the Parties concerning the subject matter of this Agreement are contained herein. No other agreements, covenants or representations, oral or written, have been made by any party to any other party concerning the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations and covenants concerning the subject matter of this Agreement are merged herein. This is a fully integrated document.
13. The Parties hereto agree to execute all further and additional documents, and undertake such further acts, as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement, and the Parties further agree to cooperate with each other to effectuate the intent of this Agreement.
14. The Parties represent and declare that, in executing this Agreement, they relied solely upon their own judgment, belief, knowledge and the advice and recommendations of their own independently selected counsel concerning the nature, extent and duration of their rights and claims. The Parties further represent and declare that they have not been influenced by any representations or statements concerning any matters made by any other party or by any person or attorney representing any other party.
15. The Parties acknowledge the opportunity that this Agreement be reviewed by their respective attorney and it has been approved as to form. They further agree that this Agreement is to be construed and interpreted without regard to the identity of the party drafting this Agreement.
16. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to such instruments, persons, transactions

and subject matter which have legal contexts and relationship solely within the State of California.


17. This Agreement may be executed in separate counterparts, each of which shall be considered an original but all of which shall constitute one Agreement.
18. Each of the signatories to this Agreement warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign.

Dated: 7/12/2011

COMPTON COMMUNITY COLLEGE
DISTRICT


By: Genethia Hudley-Hayes
Special Trustee

Dated: June 14, 2011


By: JOAQUIN G. AVILA
Attorney for the Plaintiffs