

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

The parties to this Agreement are Nicholas Gutierrez (referred to as “Plaintiff”) and the City of Burbank (sometimes referred to as “Defendant” or “City”). Plaintiff and City are collectively referred to as “Parties”.

I. Recitals.

The purpose of this Agreement is to settle the action filed in the Los Angeles County Superior Court under the California Voting Rights Act (“CVRA”) entitled *Nicholas Gutierrez v. City of Burbank*, No. 23STCV25587 (“CVRA Lawsuit”) filed on October 19, 2023. Trial is scheduled for July 13, 2026.

The City of Burbank does not believe its at-large electoral system violates the CVRA considering the history of the City’s voters electing Latino and other candidates who are the chosen candidates of Latino Voters for at least the last 20 years.

The City previously expressed an interest in exploring alternatives to its current at-large electoral system including ranked choice voting, cumulative voting, limited voting, and by-district elections, the system recently adopted by Burbank Unified School District, which is coterminous with the City.

The CVRA lawsuit seeks to impose a by-district electoral system on the City.

The City is also aware that CVRA litigation is extremely expensive and it has an obligation to be fiscally responsible with taxpayer dollars.

It would be imprudent for the City to defend against the CVRA lawsuit if its voters want by-district elections.

The City Council, therefore, believes that the voters of Burbank should have an opportunity to decide whether the City should adopt a by-district electoral system, like the school district.

Therefore, the Parties desire to settle the CVRA Lawsuit and to fully and finally settle any and all matters between them without any further court proceedings, trial, appeal or adjudication of any issue of fact or law, and without any admission in respect to such matters, as set forth below.

II. Terms and Conditions of the Settlement Agreement.

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

1. **Charter Amendment.** The City Council of the City of Burbank (“City Council”) will place a charter amendment measure on the ballot (“Charter Amendment”) permitting a change in the City’s electoral system from its current at-large method, to a district-based method in which City Council members are required to be residents of their respective electoral districts and are nominated and elected by the residents of their respective electoral districts. The operative provisions of the Charter Amendment shall be substantially in the form attached hereto as Exhibit 1

2. **Draft Districting Map 130.** The City Council will place on the ballot a measure for adoption of draft districting Map 130, developed during the City’s 2023 districting process, as the districting map for City Council elections in 2028 and 2030, if the Charter Amendment is adopted. (“Proposed Map 130 Ordinance”.) The operative provisions of Proposed Map 130 Ordinance shall be substantially in the form attached hereto as Exhibit 2. The City Council shall hold a public hearing and assign a sequencing of elections in the districts of Proposed Map 130 prior to placing the Proposed Map 130 Ordinance on the ballot.

3. **Timely Action.** The City Council will act in a timely manner to place the Charter Amendment and Proposed Map 130 Ordinance on the November 3, 2026 General election ballot. The City will not remove the Charter Amendment or Proposed Map 130 Ordinance from the ballot unless ordered to do so by a court of appropriate jurisdiction.

4. **Dismissal with Prejudice.** Within five (5) court days after full execution of this Agreement by all Parties, Plaintiff shall file a request for dismissal of the CVRA Lawsuit with prejudice.

5. **Costs and Attorney Fees.** Except as provided in paragraph 13 of this Agreement, in full and final satisfaction of all claims for attorney’s fees and costs incurred by Plaintiff in connection with the CVRA Lawsuit, the City shall pay Plaintiff the total sum of One Hundred Fifty Thousand Dollars (\$150,000.00). Payment shall be made within thirty (30) days of full execution of this Agreement. No additional documentation, motion, or court approval shall be required for payment. This payment resolves any and all claims by Plaintiff for attorney fees, demographer charges, costs, and any other expenses arising out of or relating to the CVRA Lawsuit.

6. **Each Party To Bear Its Own Attorney Fees, Costs and Expenses.** Except as expressly provided in this Agreement, each party shall bear its own costs and attorney fees.

7. **Litigation Standstill.** Upon execution of this Agreement all litigation activities other than those necessary to effectuate this Agreement will be suspended, including pending motions and discovery, if any, and the trial date will be vacated. The Parties agree to cooperate in the procedures necessary to vacate the trial date.

8. **No New LawsUIT.** Plaintiff agrees for himself and his past, present or future heirs, beneficiaries, executors, administrators, officers, directors, agents (including attorneys and their employees and consultants), partners, successors and assigns, that they will not file, or assist (for example, and without limitation by providing pleadings, briefs, reports, discovery, etc. from the CVRA lawsuit) any other person in filing another lawsuit against the City alleging a violation of the California Voting Rights Act, federal Voting Rights Act, or the Equal Protection Clause of the federal or California Constitutions.

9. **General Release of Claims.**

a. In return for the mutual promises and other consideration provided in this Agreement, Plaintiff, for himself and his past, present or future heirs, beneficiaries, executors, administrators, officers, directors, agents (including attorneys and their employees and consultants), partners, successors and assigns (“Releasors”), do hereby fully release, acquit and forever discharge Defendant and its past, present or future council members, administrators, officers, employees, agents, successors and assigns (“Releasees”), from any and all claims, actions, causes of action, demands (including without limitation demands for equitable and injunctive relief), debts, damages, costs, expenses, losses, or attorney’s fees of whatever nature, whether or not known, suspected or claimed (“Claims”).

b. Without limiting the foregoing General Release, the released Claims include, but are not limited to, any and all Claims arising out of or in any way related to the 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, the federal Voting Rights Act, California Elections Code §§ 10010 and 14030, or California Code of Civil Procedure sections 1021.5 and 1033.5, it being understood that this Agreement constitutes a release of any and all claims of any nature or description which any or all of the Releasors have against any Releasee, whether or not such claims are known or encompassed by the claims referred to in the CVRA Lawsuit.

10. **Express Waiver of All Claims Under California Civil Code Section 1542.** It is further understood and agreed this Agreement extends to all of the above-described Claims and potential Claims, and that all rights under California

Civil Code section 1542 are hereby expressly waived by Plaintiff and the other Releasees 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, Plaintiff expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims which he does not know or suspect to exist in his favor at the time of execution hereof and that the settlement reflected in this Agreement contemplates the extinguishment of all such Claims.

11. **Non-admission of Liability.** This Agreement pertains to disputed Claims under the CVRA and the federal and state Constitutions and is not intended and shall not be construed as an admission by any Party of any violation of any statute or law or constitution, or any other improper or wrongful conduct. Defendant is entering into this Agreement to avoid the extremely high cost and expense of litigation. Defendant does not concede that the CVRA is constitutional or, if constitutional, that it has any liability thereunder.

12. **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.

13. **Jurisdiction and Venue.** Pursuant to Code of Civil Procedure section 664.6, the trial court shall retain jurisdiction to enforce paragraphs 3, 4, and 5 of this Agreement. The prevailing party in any such action under Code of Civil Procedure section 664.6 shall recover reasonable attorney fees and costs. Venue for any enforcement proceedings shall remain in that Court.

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

15. **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.

16. **Understanding of Plaintiff.** Plaintiff has discussed the provisions of this Agreement with his attorneys and understands their meaning and import.

Dated: 04/01/2026

Nicholas J. Gutierrez
Nicholas A. Gutierrez

Dated: 4/1/26

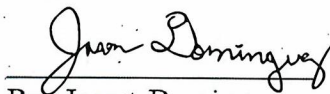
City of Burbank



By: Justin Hess
City Manager, City of Burbank

APPROVED AS TO FORM:

Druven PC



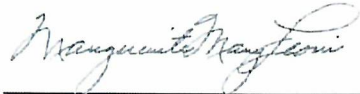
By: Jason Dominguez
Attorneys for Plaintiff Nicholas Gutierrez

Office of the City Attorney, City of Burbank



Jill Vander Borgh
Chief Assistant City Attorney, City of Burbank
Attorneys for Defendant City of Burbank

Nielsen Merksamer LLP



By: Marguerite Mary Leoni
Special Counsel for Defendant City of Burbank

EXHIBIT 1

EXHIBIT 1

THE VOTERS OF THE CITY OF BURBANK HEREBY AMEND THE CHARTER OF THE CITY OF BURBANK AS FOLLOWS:

(Proposed amendments are reflected in ~~strike-through text~~ [deletion] and underlined text [additions].)

ARTICLE 3.

Officers and Employees

Section 300. OFFICERS AND EMPLOYEES.

The officers of the City of Burbank shall be those provided for in this Charter. The Council may provide for such additional boards, commissions, committees, officers, and employees as may be deemed necessary and prescribe their respective powers and duties. The members of the Council shall be elected ~~from the City at large~~ by the qualified voters of the City and shall hold office for four (4) years or until their successors are elected and qualified. The manner of election of members of the Council shall be specified by duly adopted ordinance of the City of Burbank. All other officers, assistants, deputies, clerks, and employees shall be appointed as provided in this Charter, or as the Council may provide by ordinance in case no provision for their appointment is made. They shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise provided in this Charter. Where the power to appoint is vested in the Council, a three-fifths (3/5) vote of the Council Members shall be required to effect an appointment or removal.

Section 305. THE CITY COUNCIL

The legislative body of the City shall consist of five (5) persons ~~elected at large~~ which body shall be known as the Council. The members of the Council shall be elected by the qualified voters of the City in the manner provided by ordinance and for the term provided in this Charter. Members of the Council shall receive such compensation as may be prescribed by ordinance but not to exceed the amount which Council Members of general law cities of similar population would receive under State law, nor shall any Council Member be eligible to hold any other office or employment of the City except as may otherwise be provided in this Charter. In the event of resignation such member shall not be entitled to vote on the selection of their successor. Members of the Council shall not hold any other elective public office to which compensation is attached, and the acceptance of any such office or employment shall be deemed a resignation as Council Member.

EXHIBIT 2

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THE VOTERS OF THE CITY OF BURBANK HEREBY ORDAIN:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BURBANK ADDING A NEW ARTICLE 3 TO TITLE 2 OF THE BURBANK MUNICIPAL CODE TO CHANGE THE CITY'S ELECTORAL SYSTEM FROM AT-LARGE TO BY-DISTRICT ELECTIONS WITH RESPECT TO ELECTING CITY COUNCIL MEMBERS, ESTABLISHING DISTRICT BOUNDARIES, AND SCHEDULING ELECTIONS WITHIN THE DISTRICTS.

SECTION 1. A new Article 3 is hereby added to Chapter 3 of Title 2 of the Burbank Municipal Code with the title "City Council Electoral System" to read as follows:

Sec. 2-3-301 City Council Electoral System.

- a) City Council districts established. Five City Council districts are hereby established in the City of Burbank. The boundaries and identifying number of each district shall be as described on the Council District Map 130 attached hereto as Exhibit "A" and incorporated herein by this reference.
- b) Election of members of the City Council by-district.
 1. Following the effective date of the ordinance codified in this section and upon the commencement of "by-district" elections in the order established in subdivision (c) of this section 2-3-301, members of the City Council shall be elected "by-district" as defined in California Government Code section 34871 or any successor statute.
 2. Each City Council member elected or appointed on or prior to the effective date of the ordinance codified in this section shall serve the full term of office to which elected or appointed.
 3. The term of office of each member elected to the City Council by-district shall be four years.
- c) Commencement of district elections. Commencing with the general municipal election in November of 2028, members of the City Council shall be elected by-district. [Add Sequencing of Elections.]
- d) Adjustment of District Boundaries.
 1. The City Council shall, by ordinance or resolution, adjust the boundaries of any

or all of the districts following each decennial federal census. The City Council shall adjust the boundaries so that the districts shall be nearly equal in population as practicable and in compliance with all applicable provisions of law. Any adjustment of district boundaries shall be made by ordinance or resolution adopted in accordance with procedures specified in state law and adopted by the City Council by the applicable deadline specified in state law.

2. At the time of any annexation of territory to the City, the City Council shall designate, by resolution adopted by a vote of at least a majority of the City Council, the contiguous district to which the annexed territory shall be a part and shall amend the district boundaries in accordance with state law.
 3. The term of office of any council member who has been elected or appointed by-district and whose term of office has not expired shall not be affected by any change in the boundaries of the district from which they were elected.
 4. Notwithstanding subdivision (d)(3), a special election or an appointment to fill a vacancy shall be conducted within the boundaries of the district whose voters elected the council member, even if those boundaries were adjusted in accordance with subdivision (d)(1). A recall of a council member shall be conducted within the boundaries of the district whose voters elected the council member, even if those boundaries were adjusted in accordance with subdivision (d)(1).
- e) Vacancy. A vacancy in a City Council seat whose council member was elected at-large shall be filled from the City at-large. A vacancy in a City Council seat whose council member was elected by-district shall be filled by-district.
- f) Implementation. If necessary to facilitate the implementation of this Ordinance, the City Clerk is authorized to make technical adjustments to the district boundaries that do not substantively affect the populations in the districts, the eligibility of candidates, or the residence of elected officials within any district. The City Clerk shall consult with the City Manager and City Attorney concerning any technical adjustments deemed necessary and shall advise the City Council of any such adjustments required in the implementation of the districts.

SECTION 2. Effective Date. This Ordinance shall become effective only if adopted by the voters of the City of Burbank and the voters of the City of Burbank adopt the Charter Amendment to Section 300 and Section 305 of Article 3 of the Charter of the City of Burbank appearing on the ballot at the November 3, 2026 General election. The effective date of this ordinance shall be as provided in state law.

SECTION 3. Inconsistencies. To the extent the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule, or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof.

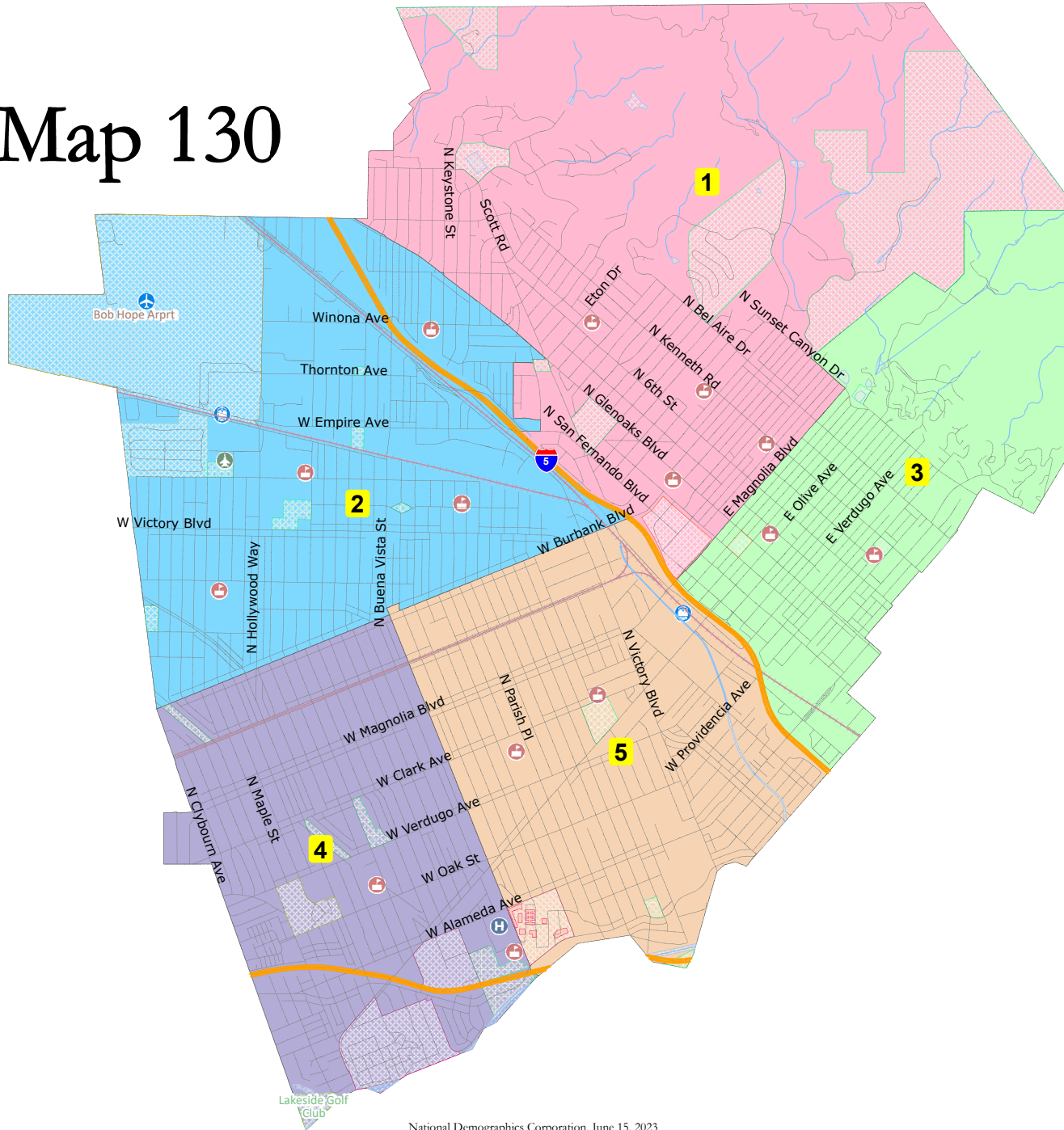
SECTION 4. Interpretation. In interpreting this Ordinance or resolving any ambiguity, this Ordinance shall be interpreted in a manner that effectively accomplishes its stated purposes.

SECTION 5. Amendment. The voters of the City of Burbank or the City Council may amend or repeal this ordinance after the 2030 general municipal elections.

SECTION 6. Severability. If any section, subsection, subdivision, sentence, clause phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Burbank hereby declares it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

EXHIBIT A

Map 130



Map 130

District		1	2	3	4	5	Total
	Total Pop	21,760	21,724	21,308	21,348	21,410	107,550
	Deviation from ideal	250	214	-202	-162	-100	452
	% Deviation	1.16%	0.99%	-0.94%	-0.75%	-0.46%	2.10%
Total Pop	% Hisp	17.0%	37%	15%	21%	31%	24%
	% NH White	62%	43%	66%	59%	50%	56%
	% NH Black	3%	3%	4%	4%	4%	3%
	% Asian-American	16%	14%	13%	12%	12%	13%
Citizen Voting Age Pop	Total	14,511	15,351	14,288	15,239	15,576	74,965
	% Hisp	16%	32%	13%	18%	27%	21%
	% NH White	68%	49%	74%	62%	56%	62%
	% NH Black	3%	3%	4%	6%	3%	4%
	% Asian/Pac.Isl.	12%	15%	8%	13%	11%	12%
Voter Registration (Nov 2020)	Total	14,160	14,786	13,163	15,422	15,138	72,669
	% Latino est.	14%	33%	14%	16%	24%	21%
	% Spanish-Surnamed	13%	31%	13%	15%	22%	19%
	% Asian-Surnamed	6%	4%	5%	3%	4%	4%
	% Filipino-Surnamed	2%	3%	2%	2%	2%	2%
	% NH White est.	75%	58%	76%	73%	68%	70%
	% NH Black	3%	3%	3%	6%	3%	4%
Voter Turnout (Nov 2020)	Total	11,248	11,747	9,856	12,912	12,190	57,953
	% Latino est.	15%	33%	14%	16%	23%	20%
	% Spanish-Surnamed	14%	30%	14%	15%	21%	19%
	% Asian-Surnamed	6%	3%	5%	3%	5%	4%
	% Filipino-Surnamed	6%	3%	5%	3%	5%	4%
	% NH White est.	75%	59%	75%	74%	69%	70%
	% NH Black	3%	3%	3%	5%	2%	3%
Voter Turnout (Nov 2018)	Total	7,681	7,865	6,069	9,506	8,502	39,623
	% Latino est.	24%	58%	26%	24%	40%	35%
	% Spanish-Surnamed	14%	30%	14%	14%	20%	18%
	% Asian-Surnamed	5%	3%	4%	3%	4%	4%
	% Filipino-Surnamed	1%	3%	1%	1%	2%	2%
	% NH White est.	76%	60%	75%	76%	71%	72%
	% NH Black est.	3%	3%	3%	5%	2%	3%
ACS Pop. Est.	Total	21,668	21,241	20,114	21,645	22,643	107,311
Age	age0-19	21%	22%	17%	22%	22%	21%
	age20-60	53%	57%	57%	63%	59%	58%
	age60plus	26%	21%	26%	16%	20%	22%
Immigration	immigrants	35%	26%	43%	18%	23%	29%
	naturalized	74%	73%	71%	52%	70%	70%
Language spoken at home	english	52%	61%	46%	75%	63%	60%
	spanish	10%	21%	9%	10%	19%	14%
	asian-lang	8%	8%	6%	8%	7%	8%
	other lang	30%	10%	38%	7%	10%	19%
Language Fluency	Speaks Eng. "Less than Very Well"	18%	13%	21%	7%	12%	14%
Education (among those age 25+)	hs-grad	50%	53%	48%	44%	52%	49%
	bachelor	28%	30%	28%	34%	32%	30%
	graduatedegree	16%	9%	14%	19%	12%	14%
Child in Household	child-under18	28%	28%	21%	23%	27%	25%
Pct of Pop. Age 16+	employed	64%	69%	61%	71%	71%	67%
Household Income	income 0-25k	19%	18%	24%	12%	15%	18%
	income 25-50k	10%	14%	16%	11%	17%	14%
	income 50-75k	13%	16%	14%	15%	13%	14%
	income 75-200k	38%	41%	35%	45%	40%	40%
	income 200k-plus	19%	11%	11%	17%	15%	14%
Housing Stats	single family	52%	67%	26%	51%	57%	50%
	multi-family	48%	33%	74%	49%	43%	50%
	rented	46%	53%	74%	58%	53%	57%
	owned	54%	47%	26%	42%	47%	43%

Total population data from the 2020 Decennial Census.
Surname-based Voter Registration and Turnout data from the California Statewide Database.
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.