

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION

ELECTRONICALLY FILED

TABITHA GENTRY, ET AL.)	
)	
PLAINTIFFS)	
)	
vs.)	CIVIL ACTION NO.
)	
)	
FLOYD COUNTY, INDIANA, ET AL.)	4:14-CV-00054-RLY-TAB
)	
DEFENDANTS)	

ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT

The Court has considered the Class Action Settlement Agreement and its Exhibits, the Parties’ Joint Motion for Final Approval of Class Action Settlement, the Parties’ Memorandum in Support of Joint Motion for Final Approval of Class Action Settlement, and all other papers filed in this action. On May 23, 2017, this Court preliminarily approved this settlement.

The matter having been submitted and good cause appearing therefore, the Court finds as follows:

1. All defined terms contained herein have the same meaning as set forth in the Class Action Settlement Agreement executed by the Settling Parties and filed with this Court (“Settlement Agreement”).

2. Notice in this case was completed by the administrator, Dahl Inc., a nationally known class-administration firm with significant experience. The Court recognizes and approves content of the Affidavit provided by Dahl, Inc. regarding the notice attached as Exhibit 1 to the Memorandum in Support of the Joint Motion for Final Approval of Class Action Settlement.

3. The Court finds that there were no opt-outs or objections to this settlement.

4. The Court finds that all material aspects of Class Notice were accomplished in accordance with this Court's preliminary approval of the Settlement.

5. The Class Representatives and Class Counsel have requested 37% of the Settlement fund will be allocated for attorneys' fees, for a total of \$ 455,100.00 and Defendants and Defendants' counsel do not object to the request. The Court further finds that litigation and administration costs in the amount up to \$45,000 shall be reimbursed to Class Counsel from the settlement fund. These amounts are reasonable given the nature of this case and the work of Class Counsel. This case is complex and involves questions of constitutional law and interpretation as well as issues of sovereign immunity and municipal liability. Class Counsel worked diligently on the case and moved it towards settlement as quickly as practicable. This was a result of aggressive, persistent litigation. Further, the benefits to the Class are significant. Finally, attorneys' fees were approved by both Class Representatives and Counsel and Defendants and Defendants' Counsel do not object to the Request. There have been no objections by Class Members to the Request for Fees and Costs. Based on the above, the Court finds that the requested attorneys' fees and costs are fair and reasonable and should be paid from the settlement.

6. The Court finds that the Class Representative payments of \$15,000 each to Class Representatives Tabitha Gentry, Vincent Minton, Michael Herron, Adam Walker, Anna Chastain, and Janelle South are fair and reasonable and should be paid from the settlement.

7. Further, this Court hereby:

- a. Finds that all things ordered by this Court in its Order Granting Preliminary Approval of Class Action Settlement have been accomplished;
- b. Finds that Class Counsel have fairly and adequately protected the interests of the Settlement Class;
- c. Finds that all requirements of statutes, rules, and the United States Constitution necessary to effectuate this Agreement have been met and satisfied;
- d. Gives final approval to the Settlement Agreement as fair, reasonable, and adequate to the Class Members;
- e. Approves the award of Class Counsel's attorney fees in the amount of \$ 455,100.00 and litigation costs and fees of up to \$45,000, and approves Class Representative compensation in the amount of \$15,000 per Class Representative pursuant to the Settlement Agreement;
- f. Recognizes that by entering into the Settlement Agreement, Defendants have not admitted any wrongdoing or liability and deny the same. The Court recognizes that the Settlement Agreement between the Parties is a compromise of disputed claims;

and
- g. Recognizes that Class Counsel have done an admirable job of representing the interests of the Class; Class Representatives have represented the Class fairly and adequately, giving up their time to secure relief that will benefit hundreds of people; counsel for the Defendants has provided excellent representation for his client; thus, final approval is in the best interest of the Parties and the Class.

Good cause appearing therefore, IT IS HEREBY ORDERED that:

1. The Settlement Agreement is given final approval as fair, reasonable, and adequate for the settlement of the claims of the Class Members.

2. The Parties will comply with the terms of the Settlement Agreement with the terms of the Settlement being incorporated in this Order.

3. All members of the Settlement Class, their heirs, executors, administrators, successors, and assigns are bound by this Final Order. The Class is defined as:

All inmates confined from June 12, 2012, to present in the Floyd County Jail who were not on a suicide watch, but were housed in a padded cell where they were deprived of clothing, bedding, and hygiene products

4. Defendants, and all of their respective affiliates, predecessors, operating units, related corporations, successors and assigns, officers, agents, representatives, insurers, and all of their past, present, and future employees, supervisors, officers, directors, agents, elected and appointed officials, county administrators, correction officers, county judges, jailers, attorneys and any person or entity which can be held jointly and severally liable with any of them ("Released Parties"), are released from any and all claims, causes of action, liabilities, demands, and causes of action, fixed or contingent, that were, could have been, or should have been asserted by the Plaintiffs or any member of the Class against the Released Parties based upon or related in any way to the conditions of confinement in the Floyd County Jail that are the subject of the Litigation and for any claim asserted, or that could have been asserted in the Litigation and the Complaint in Case No. 4:14-CV-00054-RLYTAB arising out of conditions of confinement in the Floyd County Jail.

5. In the event that the Effective Date occurs, all Class Members will be deemed to have forever released and discharged the Released Claims described in paragraph

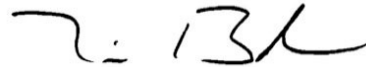
4. In the event that the Effective Date does not occur for any reason whatsoever, the Settlement Agreement shall be deemed null and void and shall have no effect whatsoever.

6. Attorney fees and Class Representative payments are fair and reasonable and should be paid from the settlement pursuant to the terms of the Settlement Agreement.

7. In the event that the Effective Date occurs, this action will be deemed resolved and shall be dismissed on the merits with prejudice and (except as provided in this Order or in the Settlement Agreement) without costs and attorney fees to any party as against any other.

8. Counsel shall promptly notify the Court when all terms of settlement have been finalized so that this case can be dismissed.

Date: 8/2/2017



Tim A. Baker
United States Magistrate Judge
Southern District of Indiana

All ECF-registered counsel of record via email