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6 UNITED STATES DISTRICT COURT  
7 EASTERN DISTRICT OF WASHINGTON  
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9 TERESA FARRIS, et al.,

10 Plaintiffs,

11 v.

12 FRANKLIN COUNTY, et al.,

13 Defendants.

NO. 4:14-cv-5083-SAB

**ORDER GRANTING  
APPROVAL OF CLASS  
SETTLEMENT**

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16 On July 20, 2016, the Court held a Fed. R. Civ. P. 23(e) fairness hearing  
17 considering final approval of the Class Settlement. Plaintiffs were represented by  
18 Rhona Taylor. Defendants were represented by Dale Kamerrer. Previously, this  
19 Court granted preliminary approval of the settlement, certified the class, and  
20 ordered notice. ECF No. 98.

21 The Court has reviewed both parties' filings regarding the Motion for Final  
22 Approval of Class Action Settlement, ECF No. 99, considered the oral  
23 presentations made by counsel, and is fully informed. No objections from any  
24 class member were received by any party. In deciding whether to grant final  
25 approval of the class action settlement, this Court considered the following  
26 factors:

27 (1) the strength of the plaintiff's case; (2) the risk, expense,  
28 complexity, and likely duration of further litigation; (3) the risk of  
maintaining class action status throughout the trial; (4) the amount

1 offered in settlement; (5) the extent of discovery completed and the  
2 stage of the proceedings; (6) the experience and views of counsel; (7)  
3 the presence of a governmental participant; and (8) the reaction of the  
4 class members of the proposed settlement.

5 *Churchill Village, L.L.C. v. General Electric*, 361 F.3d 566, 575 (9th Cir. 2004).

6 The Court is satisfied the terms and conditions set forth in the Settlement  
7 Agreement were the result of good faith, arm's length settlement negotiations  
8 between competent and experienced counsel for both Plaintiffs and Defendants.

9 The Court approves the Settlement Agreement in full with three minor  
10 modifications indicated in ¶ 8 below.

11 Accordingly, it is **HEREBY ORDERED:**

- 12 1. Plaintiffs' Motion for Final Approval of Class Action Settlement, ECF No.  
13 99, is **GRANTED**.
- 14 2. For purposes of this litigation, the Court has subject matter and personal  
15 jurisdiction over the parties, including all class members.
- 16 3. The Parties have provided adequate notice to the plaintiff class in a manner  
17 consistent with this Court's April 28, 2016 Order Granting Class  
18 Certification and Preliminary Approval of Class Settlement, ECF No. 94, as  
19 amended by the Order Amending Order Granting Class Certification and  
20 Preliminary Approval of Class Certification, ECF No. 98, filed on June 22,  
21 2016. The notice, as implemented, met the requirements of due process and  
22 was reasonable under the circumstances. The notice was reasonably  
23 calculated under the circumstances to apprise class members of the  
24 pendency of the action, the terms of the Settlement Agreement, and their  
25 right to appear and/or object to the settlement. Further, the notice was  
26 reasonable and constituted due, adequate, and sufficient notice to all  
27 persons entitled to receive notice.  
28

- 1     **4.** The Court has determined that a full opportunity has been provided to the  
2       class members to object to the terms of the settlement and otherwise  
3       participate in the Fairness Hearing. No class member filed or served an  
4       objection to the settlement and no class member chose to participate in the  
5       Fairness Hearing.
- 6     **5.** The Court has carefully considered all the papers, evidence, and arguments  
7       before it and has made its independent judgments that: (a) plaintiffs and  
8       class members face significant risks if this litigation were to proceed; (b)  
9       the possibility of a greater ultimate result is speculative and any such result  
10      would only occur after considerable delay; (c) the terms of the Settlement  
11      Agreement, as amended by this Order in ¶8, provide substantial and  
12      meaningful benefits to the class; (d) the settlement is the product of  
13      meaningful investigation into the facts and circumstances surrounding the  
14      defendants' policies and practices related to their operation of the Franklin  
15      County Correctional Center; (e) the settlement complies with the Prison  
16      Litigation Reform Act provision, 18 U.S.C. § 2626(a)(1)(A); (f) the  
17      settlement negotiations were extensive, at arm's length with the assistance  
18      of United States Magistrate Judges James P. Hutton (ret.) and John T.  
19      Rodgers and without any collusion; (g) the reaction by the class has been in  
20      favor of the settlement; and (h) experienced class counsel support the  
21      settlement.
- 22    **6.** Accordingly, having considered the foregoing; the costs, risks, and delays  
23      of continued litigation versus the benefits provided by the settlement; and  
24      based on this Court's knowledge of this litigation, the Court finds and  
25      concludes that the settlement is in the best interests of the class and is fair,  
26      reasonable, and adequate as to all class members. **The Court therefore**  
27      **enters judgment in accordance with the Settlement Agreement.**

1 7. The representative plaintiffs and the plaintiff class have not sought  
2 monetary damages in this action. The defendants have denied, and continue  
3 to deny liability for the allegations in the complaints. The Court finds that  
4 none of the representative plaintiffs nor any of the plaintiff class are barred  
5 from seeking monetary damages in any other appropriate action involving  
6 any of the defendants or any other third parties regarding the same facts,  
7 transactions or occurrences alleged in this case and based upon the same or  
8 similar causes of action. If such claims are made in a different action by  
9 any representative plaintiff or member of the plaintiff class, neither the  
10 plaintiff nor the defendant in any such action should be subject to claim or  
11 issue preclusion related to liability or damages or should be barred from  
12 asserting any allegation, claim, damage, or defense.

13 **8. The settlement and the terms of the Settlement Agreement are granted**  
14 **final approval with the following modifications:**

- 15 a. **The monitor, as described in Part B of the Settlement**  
16 **Agreement, shall be in place, by stipulation filed with this Court,**  
17 **within thirty days of the date of this Order.**
- 18 b. **If a stipulation cannot be reached within thirty days, the parties**  
19 **shall schedule a hearing with the Court within forty days of this**  
20 **Order.**
- 21 c. **The parties shall file a written agreement with the monitor**  
22 **concerning the monitor's roles and responsibilities within thirty**  
23 **days of the selection of a monitor. The Court shall review the**  
24 **monitor agreement and provide its approval.**

25 9. The Parties are hereby directed to proceed with and complete  
26 implementation of the settlement agreement, as modified by ¶ 8 of this  
27 Order.  
28

1 **10.** All parties are bound by this Order and Judgment and by the Settlement  
2 Agreement, as modified by ¶8 of this Order.

3 **11.** Without affecting the finality of this Order and Judgment, the Court retains  
4 continuing and exclusive jurisdiction over the parties and their counsel,  
5 including all class members and their counsel, with respect to the  
6 execution, administration, and enforcement of the Settlement Agreement  
7 and this Order, including the entry of any additional orders as may be  
8 necessary and appropriate relating to any and all issues including appeals.  
9 **The Court will monitor this Settlement Agreement very closely and,**  
10 **absent unusual and unexpected circumstances, will not grant requests**  
11 **to extend the deadlines or alter the obligations to which the parties**  
12 **have agreed.**

13 **IT IS SO ORDERED.** The District Court Clerk is hereby directed to enter  
14 this Order, enter judgment, and to provide copies to counsel.

15 **DATED** this 21st day of July 2016.



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A handwritten signature in blue ink that reads "Stanley A. Bastian".

21 Stanley A. Bastian  
22 United States District Judge  
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