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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

MARKUS M. HALL, an individual;)	
MONIQUE G. RANKIN, an)	2:10-cv-00508-GEB-DAD
individual; and LINDSEY K.)	
SANDERS, an individual,)	
)	<u>ORDER GRANTING DEFENDANTS IN-</u>
Plaintiffs,)	<u>N-OUT BURGER AND MARC L.</u>
)	<u>YOUNG'S MOTION TO FIND GOOD</u>
v.)	<u>FAITH SETTLEMENT AGREEMENT*</u>
)	
CITY OF FAIRFIELD, a California)	
municipal corporation; OFFICER)	
NICK McDOWELL, individually and)	
in his capacity as a police)	
officer with the CITY OF)	
FAIRFIELD; OFFICER CHRIS GRIMM,)	
individually and in his capacity)	
as a police officer with the)	
CITY OF FAIRFIELD; OFFICER TOM)	
SHACKFORD, individually and in)	
his capacity as a police officer)	
with the CITY OF FAIRFIELD;)	
OFFICER ZACK SANDOVAL,)	
individually and in his)	
capacity as a police officer)	
with the CITY OF FAIRFIELD;)	
SERGEANT STEVE CRANE,)	
individually and in his capacity)	
as a police officer with the)	
CITY OF FAIRFIELD; IN-N-OUT)	
BURGER, a California)	
corporation; and MARC L. YOUNG,)	
an individual; and DOES 1)	
through 50, inclusive,)	
)	
Defendants.)	
)	

Defendants In-N-Out Burger and Marc L. Young (the "settling defendants") seek a judicial declaration of good faith settlement under

* This matter is deemed suitable for decision without oral argument. E.D. Cal. R. 230(g).

1 California Code of Civil Procedure sections 877 and 877.6. (ECF No. 39.)
2 The settlement agreement is filed as Docket Number 39-1. "[A]ll parties
3 [to this action] have stipulated to the Court entering an order finding
4 that the settlement is in 'good faith' and that it meets the standards
5 under California Code of Civil Procedure Sections 877 and 877.6." (Mot.
6 5:7-9.)

7 Section 877.6 of the California Code of Civil Procedure
8 prescribes:

9 A determination by the court that the settlement
10 was made in good faith shall bar any other joint
11 tortfeasor from any further claims against the
12 settling tortfeasor or co-obligor for equitable
comparative contribution, or partial or comparative
indemnity, based on comparative negligence or
comparative fault.

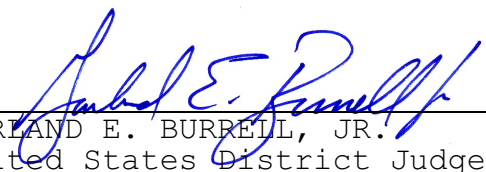
13 Cal. Code Civ. P. § 877.6(c). Whether a settlement is made in "good
14 faith" within the meaning of section 877.6 is determined based on the
15 factors identified by the California Supreme Court in Tech-Bilt, Inc. v.
16 Woodward-Clyde & Assoc., 38 Cal. 3d 488 (1985), including: (i) a rough
17 approximation of plaintiff's total recovery and the settlor's
18 proportionate liability; (ii) the amount paid in settlement; (iii) the
19 allocation of settlement proceeds among plaintiffs; (iv) a recognition
20 that the settlor should pay less in settlement than he would if he were
21 found liable after trial; (v) the financial conditions and insurance
22 policy limits of settling defendants; and (vi) the existence of
23 collusion, fraud, or tortious conduct aimed to injure the interests of
24 non-settling defendants. Id. at 499.

25 The settling defendants have entered into a settlement
26 agreement with Plaintiffs which "provides that In-N-Out and Mr. Young
27 will cause to be paid to Plaintiff the amount of One Hundred Eighty
28 Thousand Dollars (\$180,000.00) as a full and final resolution of all

1 claims arising out of or relating to the allegations by Plaintiffs in
2 this action[.]” (Mot. 3:11-14.) “Plaintiffs contend that [the settling
3 defendants] are liable for damages sustained as a result of a wrongful
4 citizen’s arrest which resulted in a violation of their civil rights”
5 and “[a]s a result of the evidence in this case, the parties believe
6 that the \$180,000.00 settlement is fair and reasonable under the
7 circumstances.” Id. 7:14-16, 19-21.

8 “The first [Tech-Bilt] factor, an approximation of recovery
9 and potential liability, is the most important.” AmeriPride Serv., Inc.
10 v. Valley Indust. Serv., Inc., Nos. CIV. S-00-113-LKK JFM,
11 S-04-1494-LKK/JFM, 2007 WL 1946635, at *3 (E.D. Cal. July 2, 2007). “The
12 settlement amount need only be ‘in the ballpark’ [to satisfy this
13 factor], with any party challenging a settlement having the burden of
14 establishing that it is so far out of the ballpark that the equitable
15 objectives of section 877 are not satisfied.” Id. Here, the settlement
16 agreement is within the “ballpark” of a “rough approximation” of the
17 Plaintiffs’ total recovery and the settling defendants’ proportionate
18 liability. Further, there is no evidence that the settling parties
19 engaged in collusion, fraud, or other conduct seeking to impose an undue
20 share of liability on the non-settling parties. Accordingly, the
21 settlement agreement qualifies as a good faith settlement within the
22 meaning of section 877.6. Therefore, the settling defendants’ motion is
23 GRANTED.

24 Dated: September 21, 2011

25
26 
27 GARLAND E. BURRELL, JR.
28 United States District Judge