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UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION

BEAU BANGERT,  
Plaintiff,  
vs.  
COUNTY OF PLACER, et al.,  
Defendants.

Case No. 2:17-cv-01667-KJN

**ORDER GRANTING  
PLAINTIFF’S UNOPPOSED APPLICATION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

The Court hereby GRANTS Plaintiff’s Unopposed Application for Preliminary Approval of Class Action Settlement (ECF No. 57) (“the Motion”) and further makes the following specific findings and orders:

1. The Court finds that the Settlement Agreement, attached as Exhibit A to the Declaration of Mark Merin in support of the Motion (ECF No. 57-4)<sup>1</sup> is within the range of reasonableness to justify publishing and sending notice of the proposed settlement to class members and the scheduling of a Final Approval Hearing. Specifically, the Court finds that: (1) the Settlement Agreement was the product of informed and non-collusive negotiations; (2) the Settlement Agreement has no obvious deficiencies; (3) the Settlement Agreement falls within the range of possible approval; and (4) the Class Notice

<sup>1</sup> Unless expressly defined herein, all capitalized terms used in this order have the meaning ascribed to them in the Settlement Agreement.

1 (Attachment 3<sup>2</sup>) and Claim Form (Attachment 4) are in all respects, fair, reasonable, adequate, and in  
2 compliance with all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, the  
3 California and United States Constitutions (including the Due Process Clause).

4 2. The Court finds, subject to the Final Approval Hearing, that the proposed Settlement Class  
5 is appropriate for class certification for settlement purposes only, pursuant to Rule 23 of the Federal  
6 Rules of Civil Procedure.<sup>3</sup> Specifically the proposed Settlement Class satisfies the requirements of Rule  
7 23(a) including (a) numerosity; (b) commonality; (c) typicality; and (d) adequacy of representation.

8 3. The Court finds, subject to the Final Approval Hearing, that the Jail Changes Settlement  
9 Class satisfies the requirements of Rule 23(b)(1) and (2) — namely, that prosecuting separate actions by  
10 or against individual Jail Changes Settlement Class Members “would create a risk of (A) inconsistent or  
11 varying adjudications with respect to individual class members that would establish incompatible  
12 standards of conduct for [Defendants]; [and/or] (B) adjudications with respect to individual class  
13 members that, as a practical matter, would be dispositive of the interests of the other members not parties  
14 to the individual adjudications or would substantially impair or impede their ability to protect their  
15 interests.” The Court also finds that with respect to the Jail Changes Settlement Class, Defendants have  
16 allegedly “acted or refused to act on grounds that apply generally to the class, so that final injunctive  
17 relief or corresponding declaratory relief is appropriate respecting the class as a whole.”

18 4. The Court further finds, subject to the Final Approval Hearing, that the Force Settlement  
19 Class and the Force Settlement Award Class satisfy the “predominance” and “superiority” requirements  
20 under Rule 23(b)(3) – namely that “the questions of law or fact common to class members predominate  
21 over any questions affecting only individual members, and that a class action is superior to other  
22 available methods for fairly and efficiently adjudicating the controversy.”

23 5. The Court provisionally certifies the Action to proceed as a class action for settlement  
24 purposes only pursuant to Rule 23(e), with the Settlement Class defined as follows:

25 The Jail Changes Settlement Class comprises all individuals

26 \_\_\_\_\_  
27 <sup>2</sup> All references herein to “Attachment(s)” are to the noted specific Attachment(s) to the Settlement  
28 Agreement.

<sup>3</sup> All references to “Rule(s)” shall be to the Federal Rules of Civil Procedure unless expressly provided  
otherwise.

1 incarcerated in Placer County Jail at any point during the Class  
2 Period (August 11, 2015 through August 14, 2018).

3 The Force Settlement Class comprises all individuals, except for the  
4 Related Actions Plaintiffs, incarcerated in Placer County Jail at any  
5 point during the Class Period (August 11, 2015 through August 14,  
6 2018) who submitted a Claim Form by the Claim Deadline.

7 The Force Settlement Award Class comprises all Force Settlement  
8 Class Members whose Claims are deemed Compensable under the  
9 terms and provisions of the Settlement Agreement.

10 6. The Court approves the Class Notice and Claim Form, and further approves the method by  
11 which notice is proposed in the Settlement Agreement to be given to the Settlement Class. The Class  
12 Notice and Claim Form shall be distributed to the Class pursuant to the notice provision terms in the  
13 Settlement Agreement.

14 7. The Court approves the procedure set forth in the Settlement Agreement, and reflected in  
15 the Class Notice, with which Settlement Class Members must comply in order to validly object to the  
16 Settlement or exclude themselves from the Settlement – namely, by filing an Objection or Request to be  
17 Excluded, respectively, by the Objection/Exclusion Deadline (as specifically set forth in the Class Notice  
18 pursuant to the terms of the Settlement Agreement). Notwithstanding anything herein to the contrary, Jail  
19 Changes Class Members may not exclude themselves from the Jail Changes provisions of the Settlement,  
20 and the Jail Changes provisions shall, subject to Final Approval, bind all Jail Changes Class Members  
21 regardless of whether a Jail Changes Class Member excludes himself or herself from the Settlement by  
22 filing a Request to be Excluded.

23 8. Any Settlement Class Member who did not elect to be excluded from the Settlement by  
24 submitting a Request to be Excluded by the Objection/Exclusion Deadline may, but need not, submit  
25 objections to the proposed Settlement by filing and serving an Objection to the Settlement by the  
26 Objection/Exclusion Deadline. Any Settlement Class Member filing an Objection (an “objector”) must  
27 sign the Objection personally. Any Objection must be in writing. An objector may also appear at the  
28 Final Approval Hearing, either in person or through an attorney at the objector’s own expense, provided  
the objector notifies the Court of his/her intent to do so. All Objections, supporting papers and/or notices  
of intent to appear at the Final Approval Hearing must: (a) clearly identify the case name and number

1 (*Bangert v. County of Placer*, Case No. 2:17-cv-01667-KJN); (b) be submitted to the Court either by  
2 mailing to: Clerk of the Court, Eastern District of California, 501 I Street, Room 4-200, Sacramento,  
3 California 95814, or by filing in person at the Clerk's Office, Eastern District of California, 501 I Street,  
4 Room 4-200, Sacramento, California 95814; (c) served by mail to Class Counsel and Defendants and  
5 their counsel of record; and (d) be filed/postmarked by the Objection/Exclusion Deadline as specifically  
6 set forth in the Class Notice pursuant to the terms of the Settlement Agreement.

7 9. Any Settlement Class Member who did not elect to be excluded from the Settlement by  
8 submitting a Request to be Excluded by the Objection/Exclusion Deadline may, but need not, enter an  
9 appearance in this Action through his or her own attorney. Settlement Class Members who do not enter  
10 an appearance through their own attorneys will be represented by Class Counsel.

11 10. The Court hereby appoints Plaintiff as the representative plaintiff of the Class (aka the  
12 class representative) for settlement purposes only, subject to Final Approval.

13 11. The Court hereby appoints Plaintiff's Counsel to serve as Class Counsel for settlement  
14 purposes only, subject to Final Approval.

15 12. The Court approves of Rust Consulting to serve as the Settlement Administrator and  
16 approves of the responsibilities and duties of the Settlement Administrator as set forth in the Settlement  
17 Agreement.

18 13. A Final Approval Hearing is scheduled to be held before this Court on March 28, 2019, at  
19 10:00 a.m., in Courtroom 25 (8<sup>th</sup> floor) of the Robert T. Matsui United States Courthouse, located at 501  
20 I Street Sacramento, California 95814, before the Honorable Magistrate Judge Kendall J. Newman, to  
21 consider the fairness, reasonableness, and adequacy of the proposed Settlement, the dismissal with  
22 prejudice of this Action against Defendants, and the entry of Judgment and Order of Dismissal in the  
23 class action. Class Counsel's application for award of attorneys' fees and costs shall be heard at the time  
24 of the Final Approval Hearing.

25 14. The date, time, and location of the Final Approval Hearing shall be set forth in the Class  
26 Notice, but the Final Approval Hearing shall be subject to cancellation or continuation by the Court,  
27 including in the event the Court elects to decide the motion for Final Approval without a hearing, without  
28 further notice to the Class other than any notice that the Court may issue pursuant to its regular

1 procedures.

2 15. Only Settlement Class Members who have filed and served compliant and timely  
3 Objections shall be entitled to be heard at the Final Approval Hearing. Any Settlement Class Member  
4 who does not timely file and serve an Objection to the Settlement shall be deemed to have waived any  
5 such objection by appeal, collateral attack, or otherwise.

6 16. All Settlement Class Members who do not seek to be excluded from the Settlement by  
7 submitting a Request for Exclusion by the Objection/Exclusion Deadline (as specifically set forth in the  
8 Class Notice) are enjoined from proceeding against the against Defendants, including their present or  
9 former elective and/or appointive boards, agents, servants, employees, consultants, departments,  
10 commissioners, attorneys, officials and officers, and all other individuals and entities, whether named or  
11 unnamed in the Action, as to the Released Claims pending Final Approval, and upon Final Approval are  
12 permanently barred from proceeding against such Defendants as to the Released Claims.

13 17. Notwithstanding anything herein to the contrary, the Court reserves decision on Final  
14 Approval of the Settlement pending the Final Approval Hearing, including consideration of any  
15 Objections to the Settlement, and also reserves decision on the final Fee and Expensive Award, the  
16 Incentive Fee, the Administration Costs, as well on any disputed Claims pursuant to the Force Dispute  
17 Resolution Process as described in paragraph 71 of the Settlement Agreement.

18 18. This Action is hereby stayed pending Final Approval, except for any activities set forth in  
19 the Settlement Agreement.


20 19. In the event the Settlement is not finally and fully approved through entry of the Judgment  
21 and Order of Dismissal, which becomes final as of the Effective Date, and/or if the Settlement is not  
22 otherwise fully and finally consummated, pursuant to the terms of the Settlement Agreement, this order  
23 granting Preliminary Approval of the Settlement Agreement shall be deemed void *ab initio* and the  
24 Parties shall be deemed to have reserved all of their respective rights, legal positions, and arguments as of  
25 the day before entry of this order granting Preliminary Approval, and the Parties may continue with any  
26 litigation or further mediation or settlement discussions in this Action.

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1 IT IS SO ORDERED.

2 Dated: September 7, 2018

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KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

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