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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOSE ANTONIO FRANCO
GONZALEZ, et al.,
Plaintiffs & Petitioners,
v.
ERIC H. HOLDER, Jr., Attorney
General, et al.,
Defendants & Respondents.

Case No. 10-CV-02211 DMG (DTBx)
**ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR
FINAL APPROVAL OF PARTIAL
CLASS ACTION SETTLEMENT**

1 This matter came before the Court pursuant to Plaintiffs' Unopposed Motion
2 for Final Approval of the Parties' Partial Settlement Agreement Regarding
3 Procedures for Notifying and Reopening Cases of Removal Order Class Members
4 ("Reopening Settlement Agreement"). The beneficiaries of the Reopening
5 Settlement Agreement who have received final orders of removal are referred to
6 herein as the "Removal Order Class Members."

7 On March 30, 2015, this Court granted Plaintiffs' Unopposed Motion for
8 Preliminary Approval of the Reopening Settlement Agreement ("Preliminary
9 Approval Order") [Doc. # 818]. Thereafter, the Parties disseminated notice to the
10 Class by July 27, 2015 in substantial compliance with the Notice Program set forth
11 in the Reopening Settlement Agreement, except that Defendants failed to provide
12 timely notice to the applicable Legal Orientation Providers ("LOPs") as required
13 by the Reopening Settlement Agreement and the Court's Preliminary Approval
14 Order. Thereafter, Defendants provided notice to the LOPs on September 11,
15 2015. The Court subsequently excused Defendants' failure to provide timely
16 notice to the LOPs, extended the time for the LOPs to object, and found that the
17 notice provided by the Parties "satisfied the Parties' obligations pursuant to Federal
18 Rule of Civil Procedure 23(e)(1) and due process." [Doc. # 856.]

19 To date, there have been no objections to the Reopening Settlement
20 Agreement from Class Members, Sub-Class Members, Removal Order Class
21 Members, or LOPs and the deadline to submit objections has passed.

22 Having reviewed and considered Plaintiffs' Unopposed Motion for Final
23 Approval, and the exhibits thereto, and good cause having been shown, the Court
24 hereby orders as follows:

25 **I. FINAL APPROVAL OF THE SETTLEMENT AGREEMENT**

26 1. The Court GRANTS Plaintiffs' motion for final approval of the terms
27 of the Reopening Settlement Agreement. The Reopening Settlement Agreement is
28 in all respects fair, reasonable, and adequate, and in the best interest of the

1 Removal Order Class Members. In reaching this conclusion, the Court has
2 considered a number of factors, including an assessment of the strength of
3 Plaintiffs' case, the risk, expense, complexity, and likely duration of further
4 litigation in the absence of settlement, the benefit offered to the Removal Order
5 Class Members immediately as opposed to the risk and uncertainty of litigation,
6 the extent of discovery completed, the stage of the proceedings, the experience and
7 views of counsel, and the fact that there are no objections to the Reopening
8 Settlement Agreement.

9 2. The Reopening Settlement Agreement was entered into by
10 experienced counsel and only after extensive arm's-length, non-collusive
11 negotiations, including obtaining the views of the Special Master through his
12 Report and Recommendation.

13 **II. NOTICE**

14 3. The Court hereby finds that the Parties complied with the Notice
15 Program as described in the Reopening Settlement Agreement in all material
16 respects, and fully complied with this Court's subsequent order requiring
17 Plaintiffs' counsel to notify LOPs of the extension of time to object.

18 4. The Court hereby confirms its prior order [Doc. # 856] finding that
19 the Parties satisfied their obligations to provide notice of the Reopening Settlement
20 Agreement pursuant to Federal Rule of Civil Procedure 23(e)(1) and due process:
21 (a) class notice was reasonably calculated, under the circumstances, to apprise the
22 Class, Sub-Classes, and Removal Order Class Members of their right to object to
23 the proposed Reopening Settlement Agreement; and (b) class notice was
24 reasonable and constituted due, adequate, and sufficient notice to all those entitled
25 to receive notice.

26 **III. DISMISSAL OF REMAINING CAUSES OF ACTION**

27 5. The Court previously stayed its order dismissing Causes of Action
28 One, Two, Three, Five, Nine, Ten and Eleven of Plaintiffs' Third Amended

1 Complaint [Doc. # 849]. The stay is now lifted. Causes of Action One, Two,
2 Three, Five, Nine, Ten and Eleven of Plaintiffs' Third Amended Complaint are
3 hereby dismissed without prejudice.

4 **IV. IMPLEMENTATION; CONTINUING JURISDICTION**

5 6. The Court hereby orders the Parties to proceed with implementation
6 of the Reopening Settlement Agreement.

7 7. The Court retains jurisdiction for the purpose of supervising the
8 implementation of the Reopening Settlement Agreement and determining the
9 pending motion for attorneys' fees.¹

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11 **IT IS SO ORDERED.**

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13 DATED: September 25, 2015



DOLLY M. GEE
UNITED STATES DISTRICT JUDGE

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27 _____
28 ¹ The Court previously retained jurisdiction, and continues to retain jurisdiction, over the
Permanent Injunction [Doc. # 593], Implementation Plan Order [Doc. # 786], and Monitoring
Order [Doc. # 810].