

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES – GENERAL

Case No. SACV 15-01332 AG (DFMx) Date November 5, 2018

Title KENNETH GLOVER ET AL. v. CITY OF LAGUNA BEACH ET AL.

Present: The Honorable ANDREW J. GUILFORD

Lisa Bredahl

Not Present

Deputy Clerk

Court Reporter / Recorder

Tape No.

Attorneys Present for Plaintiffs:

Attorneys Present for Defendants:

Proceedings: [IN CHAMBERS] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT (DKT. 244)

This class action lawsuit considers the treatment of disabled homeless people in Laguna Beach by Defendants, the Laguna Beach Police Department and the City of Laguna Beach. The Court has discussed the background of this case at length, including in its order granting preliminary approval of the proposed class settlement (*see* Dkt. 241 at 1-2), so it does not restate that background here. At root, Plaintiffs allege that Defendants have failed to provide shelters that are accessible to homeless persons with disabilities and have instead harassed and incarcerated individuals who are forced to sleep outside. (2nd Am. Compl. at ¶ 1.)

Last year, the Court certified a class of homeless persons in Laguna Beach with mental or physical disabilities who were, or were likely to be, cited for violations of certain California Penal Code and Laguna Beach Municipal Code sections. Both sides achieved partial success on their cross summary judgment motions. After many months of negotiations, the parties reached a settlement agreement in March 2018. The Court granted Plaintiffs’ motion for preliminary approval of the settlement in July 2018. Plaintiffs now move unopposed for final approval of the class action settlement. The Court GRANTS Plaintiffs’ motion for final approval of the class action settlement. (Dkt. 244.)

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2. TERMS OF SETTLEMENT

The Class Claims Settlement Agreement provides, among other things, that the Laguna Beach City Council will adopt a resolution affirming its commitment to end homelessness in Laguna Beach and will designate a full-time ADA Coordinator. (Settlement at § 3(a)(1).) Defendants also agree to adopt extensive measures to change and expand existing practices, such as improving the grievance procedure for guests at the Alternative Sleeping Location (“ASL”) and providing elevated beds for those whose disabilities require it. The settlement discharges all claims in this lawsuit while providing enforcement procedures. (*Id.* at § 5.)

Plaintiffs’ counsel have waived attorneys’ fees, so the benefits of the settlement agreement will accrue completely and directly to the class. The parties have posted notices of settlement in several locations and languages, as directed by the settlement agreement. (*See* Dkt. 244-1 at 12.)

3. FINAL APPROVAL OF CLASS ACTION SETTLEMENT

A court can approve a class action settlement that binds class members “only after a hearing and on finding that it is fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Ninth Circuit Court of Appeals has listed several factors that courts must balance to decide whether to approve a class action settlement. *See Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004). These factors include (1) the strength of the plaintiff’s case; (2) the risk, expense, complexity, and likely duration of further litigation; (3) the risk of maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a government participant; (8) the reaction of the class members to the proposed settlement; (9) whether the settlement was the product of collusion among the negotiating parties; and (10) notice to the class. *See id.* at 575–76. “The relative degree of importance to be attached to any particular factor will depend upon and be dictated by the nature of the claim(s) advanced, the type(s) of relief sought, and the unique facts and circumstances presented by each individual case.” *Officers for Justice v. Civil Serv. Comm’n of City & Cty. of San Franciscolain*, 688 F.2d 615, 625 (9th Cir. 1982).

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The Court is not required to rely on every factor in every case. Under some circumstances, the presence of a single factor may provide sufficient grounds for court approval. *See, e.g., Torrisi*, 8 F.2d 1370, 1376 (9th Cir. 1993). “It is the settlement taken as a whole, rather than the individual component parts, that must be examined for overall fairness, and the settlement must stand or fall in its entirety.” *Staton v. Boeing Co.*, 327 F.3d 938, 960 (9th Cir. 2003) (quoting *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998)). At any rate, “the decision to approve or reject a settlement is committed to the sound discretion of the trial judge.” *Hanlon*, 150 F.3d at 1026. And ultimately, “[s]trong judicial policy favors settlements.” *Churchill Vill., LLC v. Seattle*, 361 F.3d 566, 576 (9th Cir. 2004) (omission and quotation marks omitted) (quoting *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d at 576).

Here, the *Churchill* factors weigh in favor of approving settlement. The Court discussed many of these factors in its previous order. (Dkt. 241) A few factors deserve special note here. First, the strength of the Plaintiffs’ case is sufficient. Over the course of this litigation, Plaintiffs have presented adequate evidence of their claims.

Second, this settlement was the product of *extensive* arms-length negotiations. Magistrate Judge McCormick held three settlement conferences, each lasting four to eight hours. (Dkt. Nos. 214, 224, 235.) And each time, the parties were represented by experienced and competent counsel and aided by voluminous discovery and expert analysis. (Prelim. App. Mot., Dkt. 238 at 10.) Courts put a “good deal of stock in the product of an arms-length, non-collusive, negotiated resolution.” *Rodriguez v. West Publishing Corp.*, 563 F.3d 948, 965 (9th Cir. 2009). Rubenstein, 4 *Newberg on Class Actions* § 13.45 (“[A] court will presume that a proposed class action settlement is fair when certain factors are present, particularly evidence that the settlement is the product of arms-length negotiations, untainted by collusion.”)

Third, Plaintiffs’ counsel waived attorney’s fees and costs in this matter, despite prevailing on part of their summary judgment motion. Plaintiffs’ counsel have clearly prioritized the interests of the class in settlement negotiations, and their waiver of fees is powerful support of the settlement’s fairness.

Other factors weigh in favor of settlement, as well. Class actions entail especially complex, expensive, and time-consuming litigation. And notably, not a single class member has objected to the proposed settlement since this Court granted preliminary approval and the

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parties posted notice. Also, the settlement agreement is reasonably calculated to remedy the alleged violations in the complaint. The complaint seeks injunctive relief, including maintaining and expanding the accessibility of services at the ASL. (Dkt. 109.) And the settlement agreement requires Laguna Beach and the Laguna Beach Police Department to make dozens of changes.

4. DISPOSITION

The Court concludes that the parties’ settlement is “fair, reasonable, and adequate.” *See* Fed. R. Civ. P. 23(e)(2). The Court therefore GRANTS Plaintiffs’ unopposed motion for final settlement approval. (Dkt. 244.)

Initials of Preparer _____ : _____
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