UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No.	**EDCV 18-1399 JGB (JEMx)**	Date	August 26, 2019
Title	***Sigma Beta Xi, Inc., et al. v. County of Riverside, et al.***		

Present: The Honorable	JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE

MAYNOR GALVEZ	Phyllis A. Preston
Deputy Clerk	Court Reporter

Attorney(s) Present for Plaintiff(s):	Attorney(s) Present for Defendant(s):
Andrea Feathers Sarah A. Hinger Sylvia Torres-Guillen Michael Harris Linnea Nelson	Kelly Anne Moran James E. Brown

Proceedings: **Order GRANTING Plaintiffs' Motion for Preliminary Approval of Class Action Settlement (Dkt. No. 57) (IN CHAMBERS)**

Before the Court is Plaintiffs' motion for preliminary approval of class action settlement. ("Motion" or "MPA," Dkt. No. 57.) The Court held a hearing on this matter on August 26, 2019. Upon consideration of the oral arguments and papers filed in support of the Motion, the Court GRANTS the Motion.

I. PROCEDURAL BACKGROUND

Plaintiffs Sigma Beta Xi, Inc.; Andrew M., by and through his next friend Denise M.; Jacob T., by and through his next friend Heather T., on behalf of himself and all others similarly situated; J.F., by and through her next friend Cindy McConnell, on behalf of herself and all others similarly situated (collectively, "Plaintiffs") filed their class action complaint against the County of Riverside, Chief of the Riverside County Probation Department Mark Hake, and Chief Deputy of the Riverside County Probation Department Bryce Hulstrom (collectively, "Defendants") on July 1, 2018. (See Dkt. No. 1.) Plaintiffs challenge the legality of Riverside's Youth Accountability Team ("YAT") program, which Plaintiffs allege "sweeps children into six-month terms of probation . . . for being 'defiant,' 'easily persuaded by peers,' or tardy to school; using 'inappropriate language'; and behavior associated with grieving over the death of a parent." (Id. ¶ 1.)

On September 13, 2018, the parties stipulated to certify the following class: "All children in Riverside County who have been referred to the Riverside County Youth Accountability Team ('YAT') program pursuant to Cal. Welf. & Inst. Code § 601, and who have either been placed on a YAT probation contract or have been referred but not yet placed on a YAT probation contract." ("Class Cert. Stip.," Dkt. No. 35 ¶ 4.) On September 17, 2019, the Court approved the Class Certification Stipulation and issued an order certifying the class under Rule 23(a) and 23(b)(2) of the Federal Rules of Civil Procedure.[1] ("Class Cert. Order," Dkt. No. 37 at 2.)

On September 26, 2018, Plaintiffs filed a first amended complaint. ("FAC," Dkt. No. 38.) The FAC contains eleven causes of action: 1) deprivation of the right to procedural due process in violation of the Fourteenth Amendment of the U.S. Constitution (42 U.S.C. § 1983); 2) violation of the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution resulting from Welf. & Inst. Code § 601's vagueness on its face pursuant (42 U.S.C. § 1983); 3) violation of the Due Process Clause of the Fourteenth Amendment of the U.S. Constitution resulting from Welf. & Inst. Code § 601's vagueness as applied (42 U.S.C. § 1983); 4) unreasonable search and seizure in violation of the Fourth Amendment of the U.S. Constitution (42 U.S.C. § 1983); 5) violation of the First Amendment of the U.S. Constitution (42 U.S.C. § 1983); 6) violation of Art. I, § 7 of the California Constitution; 7) violation of Art. I, § 13 of the California Constitution; 8) violation of Art. I, §§ 2a, 3 of the California Constitution; and 9) violation of Art. I, § 7 of the California Constitution. (FAC.)

On July 24, 2019, Plaintiffs filed the Motion, along with the following attachments:

- Declaration of Sylvia Torres-Guillen ("STG Declaration," Dkt. No. 57-1);
  - Contact Template for YAT Program ("Ex. A");
  - Mandatory Training Plan for Probation Department Staff Working on YAT Program ("Ex. B");
  - Monitoring Plan ("Ex. C");
  - Notice Plan ("Ex. D");
- Settlement Agreement ("Agreement," Dkt. No. 57-2);
- Declaration of Moe Keshavarazi ("MK Declaration," Dkt. No. 57-3);
- Second Declaration of Sylvia Torres-Guillen ("STG 2d Declaration," Dkt. No. 57-4);

[1] In order to be certified, a class must meet the requirements of Rule 23(a) and demonstrate one of the following: (1) a risk that separate actions would create incompatible standards of conduct for the defendant or prejudice individual class members not parties to the action; (2) the defendant has treated the members of the class as a class, making appropriate injunctive or declaratory relief with respect to the class as a whole; or (3) common questions of law or fact predominate over questions affecting individual members and that a class action is a superior method for fairly and efficiently adjudicating the action. See Fed. R. Civ. P. 23(b)(1)-(3). Here, the parties stipulated and the Court found that injunctive relief was appropriate respecting the class as a whole. See Fed. R. Civ. P. 23(b)(2).

- Declaration of Saya Hinger ("Hinger Declaration," Dkt. No. 57-5);
- Declaration of Michael Harris ("Harris Declaration," Dkt. No. 57-6);
- Settlement Administrator Qualifications ("Administrator Qualifications," Dkt. No. 57-7); and
- Proposed Order (Dkt. No. 8).

The Motion is unopposed. (MPA at 3.)[2] On August 26, 2019, the Court held a hearing.

II. LEGAL STANDARD

Approval of a class action settlement requires certification of a settlement class. La Fleur v. Med. Mgmt. Int'l, Inc., No. EDCV 13-00398-VAP, 2014 WL 2967475, at *2–3 (C.D. Cal. June 25, 2014) (internal quotation marks omitted). A court may certify a class if the plaintiff demonstrates the class meets the requirements of Federal Rules of Civil Procedure 23(a) and at least one of the requirements of Rule 23(b).[3] See Fed. R. Civ. P. 23; see also Valentino v. Carter-Wallace, Inc., 97 F.3d 1227, 1234 (9th Cir. 1996). Rule 23(a) contains four prerequisites to class certification: (1) the class must be so numerous that joinder is impracticable; (2) there must be questions of law or fact common to the class; (3) the claims of the class representative must be typical of the other class members; and (4) the representative parties must fairly and adequately protect the interests of the class. See Fed. R. Civ. P. 23(a). Rule 23(b) requires one of the following: (1) prosecuting the claims of class members separately would create a risk of inconsistent or prejudicial outcomes; (2) the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive or declaratory relief benefitting the whole class is appropriate; or (3) common questions of law or fact predominate so that a class action is superior to another method of adjudication. Fed. R. Civ. P. 23(b).

Class action settlements must be approved by the court. See Fed. R. Civ. P. 23(e). At the preliminary approval stage, the Court "must make a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms." Id. "The settlement need only be potentially fair, as the Court will make a final determination of its adequacy at the hearing on Final Approval." Acosta v. Trans Union, LLC, 243 F.R.D. 377, 386 (C.D. Cal. 2007) (emphasis in original). To determine whether a settlement agreement is potentially fair, a court considers the following factors: the strength of the plaintiff's case; the risk, expense, complexity, and likely duration of further litigation; the risk of maintaining class action status throughout the trial; the amount offered in settlement; the extent of discovery completed, and the stage of the proceedings; the experience and views of counsel; the presence of a governmental participant; and the reaction of the class members to the proposed settlement. Staton v. Boeing Co., 327 F.3d 938, 959 (9th Cir. 2003).

[2] Plaintiffs also filed a Motion for Attorneys' Fees for which they request a hearing on the same date as the final approval hearing. (See Dkt. No. 58.)

[3] All references to "Rule" in this Order refer to the Federal Rules of Civil Procedure unless otherwise noted.

III. CERTIFICATION OF THE SETTLEMENT CLASS

The Agreement defines the settlement class to include "any child in Riverside County who has been referred to the Riverside County Youth Accountability Team ("YAT") program pursuant to California Welfare & Institutions Code § 601, and who was either placed on a YAT probation contract or was referred but has not yet been placed on a YAT probation contract." (Agreement § I.B.) The Court has already approved and certified this class. (See Class Cert. Order.)

IV. THE SETTLEMENT AGREEMENT

In July 2019, the parties signed the Agreement. (See Agreement at 26–28.) In this Part, the Court summarizes the terms of the Agreement.

A. Settlement Class

The settlement class includes "any child in Riverside County who has been referred to the Riverside County Youth Accountability Team ('YAT') program pursuant to California Welfare & Institutions Code § 601, and who was either placed on a YAT probation contract or was referred but has not yet been placed on a YAT probation contract." (Id. at § I.B.)

B. Financial Terms

The Agreement includes certain financial terms. The County will provide at least $7 million to community-based organizations that focus on positive youth development practices and demonstrate effectiveness in providing affirmative, evidence-based supports to the Riverside County community on a voluntary basis. (Agreement § XII; MPA at 19-20.) This $7 million will be disbursed $1.4 million each fiscal year. (Agreement § XII.) The Agreement also provides for an award of attorneys' fees and costs in the amount of $1 million. (Id. § XVII.) It does not appear that the class representatives seek service awards. (See generally id.) The settlement administrator will be AB Data. (Id. § XVI.A.) Defendants will contract with AB Data to create and implement the notice plan. (See id. § XVI.A.)

C. Injunctive Relief

The Agreement principaly provides for injunctive relief. The injunctive terms provide for the following:

- Referrals to YAT and YAT contracts will no longer include youths who are alleged to have violated California Welfare and Institutions Code § 601. (Agreement § III.A.) Such referrals will only include children referred under § 602. (Id. § III.B.) In certain circumstances where the Probation Department has discretion to counsel and close, provide a referral to community-based service, or refer the child to YAT, the

Probation Department may not disclose information obtained from the child's parent or guardian to the District Attorney and shall not be used against the child during any Court proceeding. (Id. § III.C.) For certain enumerated offenses, there shall be a presumption that the Probation Department will counsel and close the matter or refer the child to a community-based organization. (Id.)

- Defendants will provide defense counsel, at no cost to the County's Office of the Public Defender, for all youth referred to the YAT program or other non-court-ordered supervision programs. (Id. § IV.A-F.) The Agreement explains the responsibilities and obligations of defense counsel. (See id.) A child's defense counsel will be part of the YAT team or any other non-court-ordered supervision program team. (Id. § IV.A.)

- Children will be afforded due process in all contacts with Defendants related to the YAT program or any other non-court-ordered supervision program. (Id. § V.A.) Before assigning a child to the YAT program, the Probation Department must determine there is probable cause to believe the child committed the alleged offense. (Id. § V.A.1.) When a child is referred to the YAT program, the Probation Department will provide the child and their parent/guardian with an easy-to-understand notice available in both English and Spanish. (Id. § V.A.2-3 (explaining what information is required to be in the notice).) The Probation Department must provide notice of program completion or notice that a child is in danger of not completing the program. (Id. § V.A.9-10.) The Agreement provides additional protections required for certain circumstances such as disability, drug and alcohol testing, meeting times, etc. (See id. § V.A.4-8.)

- The Probation Department will provide introductory and ongoing training to its officers in applying its risk analysis system[4] that determines whether a child will be referred to the YAT program or receive a lesser intervention. (Id. § VI.A.)

- For children participating in YAT, their contract will be jointly developed with their parent/guardian, defense counsel, and the YAT probation officer. (Id. § VII.A.) The contracts will be based off the template at Exhibit A. (Id.) The contract will include the allegations against the child, positive development goals, identification of the child's strengths, among other items. (See id. § VII.A.1-2; see also Ex. A.) The YAT contracts are prohibited from including certain terms, e.g., a tour of a correction facility, restrictions on associations with certain people, searches of the child's person or property. (See Agreement § VII.A.5.) There will also be a presumption against drug and alcohol testing which may be rebutted under certain specified circumstances. (See id. § VII.A.4, VII.A.6.) The contract must be translated if

[4] The Probation Department uses the Ohio Youth Assessment System for Diversion ("OYAS").

necessary for the child or parent, and the Probation Department must provide accommodations for children with disabilities. (Id. §§ VII.A.3-4.)

- The Agreement also provides the process for record collection, creation, and retention. (See id. § VIII.) The Probation Department will not collect or maintain information on children who do not fall under Welfare & Institutions Code § 601 or § 602. (Id. § VIII.A.) The Probation Department will only retain information in an application for a petition for children referred to the YAT program. (Id.) No information referred under § 601 will be maintained in any gang-related intelligence databases, and the Probation Department will not seek information about immigration status of a child or their parent/guardian. (Id. § VIII.B-C.) For children referred under § 602, the Probation Department will minimize the amount of information requested and maintain confidentiality as provided by law. (Id. § VIII.D.2-3.)

- The Probation Department will provide the Juvenile Justice Coordinating Council ("JJCC") and the County Executive Officer an annual analysis of anonymized data regarding referrals, participation, and outcomes for children in the YAT program or any other non-court-ordered juvenile supervision programming. (Id. § IX.A-B.) The reports will be publicly available. (Id.) The Agreement details what information will be collected and the timing of the data collection. (See id.)

- The Probation Department will create a mandatory training program for those involved with the YAT program and similar programs. (Id. § X.D.) The training, led by experts Scott MacDonald and Naomi Goldstein, will emphasize positive development, identifying necessary educational supports, youth response to trauma, and cultural competence. (Id. § X.D; see also Ex. B.)

- There will be five additional community representatives to the JJCC, appointed through the Riverside County Board of Supervisors. (Agreement § XI.A.) Plaintiff Sigma Beta Xi will have an additional seat on the JJCC for two years. (Id.) The JJCC will solicit and incorporate community feedback, review data reports, develop action plans to reduce disproportionalities in referrals to and enrollment in the YAT program, evaluate effectiveness of the YAT program, and identify potential improvements or modification to Defendants' policies and/or practices. (Id.)

- For a child referred to YAT probation without an application for a petition, the Probation Department will identify, seal, and destroy the child's YAT file within 180 days of final approval of the Agreement. (Id. § XIII.A.1.) For a child referred to YAT probation with an application for petition under § 601, the Probation Department will maintain or destroy the child's YAT file consistent with the department's retention policy. (Id. § XIII.A.2.) For children referred to YAT under § 602, the Probation Department will file an application to the Presiding Judge of the Riverside County Juvenile Court requesting that it seal all juvenile case files that would be eligible for sealing. (Id. § XIII.A.3.)

- Defendants will provide Plaintiffs' Counsel specific records to certify they are complying with the terms of the Agreement. (Id. § XIV.A.) The Agreement enumerates the information Defendants must provide. (Id. § XIV.A.1-4.)

- The parties agree that Scott MacDonald and Naomi Goldstein should be appointed as third-party monitors to ensure compliance. (Id. § XIV.B.) They will jointly monitor the County for five years and provide the Court with the necessary information to oversee Defendants' compliance. (Id.)

The complete text of the injunctive terms is available in the Agreement §§ III – XIV.

D. Release

All settlement class members agree to release their claims as follows:

> As of the Effective Date of Settlement, the Plaintiffs and the Class Members, on behalf of themselves, their heirs, executors, administrators, representatives, attorneys, successors, assigns, agents, affiliates, and partners, and any persons they represent, by operation of any final judgment entered by the Court, fully, finally, and forever release, relinquish, and discharge the Defendants of and from any and all of the Settled Claims. This Release shall not apply to claims that arise or accrue after the termination of this Agreement.

(Agreement § II.A.) The "Settled Claims" include

> all claims for declaratory or injunctive relief that were brought on behalf of Sigma Beta Xi, Inc., or Class Members based on the facts and circumstances alleged in the Complaint and First Amended Complaint, including but not limited to claims that Defendants' policies, procedures, and practices related to the YAT program violated organizational plaintiff Sigma Beta Xi, Inc.'s and Class Members' rights to due process under the Fourteenth Amendment to the U.S. Constitution and Article I, § 7 of the California Constitution; their rights to be free from unlawful search and seizure under the Fourth Amendment to the U.S. Constitution and Article I, § 13 of the California Constitution; their rights to freedom of association under the First Amendment to the U.S. Constitution and Article I, §§ 2a and 3 of the California Constitution; and their statutory rights to be free from unlawful racial discrimination under California Government Code § 11135.

(Id. at § I.J.)

E. Notice and Administration

The Agreement proposes the following procedure to notify the settlement class members of the Agreement. AB Data will be the settlement administrator. (Id. § XVI.A.) Within 10 days of preliminary approval, the notice will be posted on appropriate county department websites, the County's main website, and on the website of the ACLU of Southern California, ACLU of Northern California, ACLU of San Diego and Imperial Counties, and the National Center for Youth Law. (Id. § XVI.A.1.a, XVI.A.1.c.) AB Data will also provide notice to juvenile defense attorneys via the Riverside County Public Defender and alternate public defender offices. (Id. § XVI.A.1.b.) The notice will also be posted in locations where Riverside County YAT probation officers are regularly stationed. (Id. § XVI.A.1.e.) The administrator will send via First-Class U.S. Mail a "postcard" notice containing a summary of the case to the parent/guardian of each child whose records will be sealed or destroyed pursuant to the Agreement. (Id. § XVI.A.1.e.) The notice provides direction to website materials for more comprehensive information. (See Ex. D.) The applicable county department websites will post Spanish language translations of the comprehensive settlement information. (Agreement § XVI.D.) Class members have at least 45 days after distribution of the notice to submit objections to the Agreement. (See id. § XVI.A.3; Ex. D at 6.)

V. PRELIMINARY APPROVAL OF THE SETTLEMENT

"[Rule 23] requires the district court to determine whether a proposed settlement is fundamentally fair, adequate, and reasonable." Hanlon, 150 F.3d at 1026. To determine whether a settlement agreement meets these standards, the court considers a number of factors, including "the strength of the plaintiff's case, the risk, expense, complexity, and likely duration of further litigation, the risk of maintaining class action status throughout trial, the amount offered in settlement, the extent of discovery completed, and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement." Staton, 327 F.3d at 959 (internal citations omitted). The settlement may not be a product of collusion among the negotiating parties. In re Mego Fin, Corp. Sec. Litig., 213 F.3d 454, 458 (9th Cir. 2000) (citing Class Plaintiffs v. City of Seattle, 955 F.2d 1268, 1290 (9th Cir. 1992)).

"At the preliminary approval stage, some of the[] factors cannot be fully assessed. Accordingly, a full fairness analysis is unnecessary." Litty v. Merrill Lynch & Co., 2015 WL 4698475, *8 (C.D. Cal. Apr. 27, 2015). Rather, the court need only decide whether the settlement is potentially fair, Acosta, 243 F.R.D. at 386, in light of the strong judicial policy in favor of settlement of class actions. Class Plaintiffs, 955 F.2d at 1276. "[T]he court's intrusion upon what is otherwise a private consensual agreement negotiated between the parties to a lawsuit must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." Hanlon, 15 F.3d at 1027.

A. Extent of Discovery Completed and Stage of the Proceedings

For a court to approve a proposed settlement, "[t]he parties must . . . have engaged in sufficient investigation of the facts to enable the court to intelligently make an appraisal of the settlement." Acosta, 243 F.R.D. at 396 (internal quotation marks omitted). Plaintiffs assert there were arms' length negotiations and no collusion, as they conducted nearly 20 in-person meetings and numerous telephonic conferences over a six-month period. (MPA at 24; STG Decl. ¶ 9.) High-level staff from the Probation Department and the County attended these meetings. (Id. ¶ 10.) These discussions were informed by extensive formal and informal discovery, thousands of pages of public records, and a comprehensive independent investigation. (MPA at 24; STG Decl. ¶¶ 3-5.) The Court finds the parties have engaged in substantial investigation of the facts and the applicable law. This factor weighs in favor of granting preliminary approval of the Settlement Agreement.

B. Amount Offered in Settlement

In determining whether the amount offered in settlement is fair, a court compares the settlement amount to the parties' estimates of the maximum amount of damages recoverable in a successful litigation. In re Mego, 213 F.3d at 459. The Agreement provides only for injunctive relief. This is consistent with the Complaint, which only sought nominal damages in conjunction with its request for injunctive relief. (See FAC.) The Agreement secures broad reform to the County's YAT program and provides significant protection and oversight of the YAT and other non-court-ordered supervision programs. (See Agreement §§ III – XIV.) The Court finds the injunctive terms provide significant value to the class members and to children who will be referred to the YAT program. The Court finds this factor weighs in favor of preliminary approval.

C. Strength of Case and Risk, Expense, Complexity, and Likely Duration of Litigation

Plaintiffs' counsel acknowledges the risk, expense, and likely duration of litigation. (MPA at 26-28.) Plaintiffs believe they have a strong case because the children in the class agreed to the YAT program without adequate information concerning the basis of their referral, without counsel, and often at law enforcement offices. (Id. at 26.) Plaintiffs contend this, and the vague nature of § 601, strongly supports their claim of constitutional violations. (Id.) However, they recognize that their claims may present issues of first impression. (Id. at 27.) This, in addition to the inherent risks and costs of litigation, reduces the likelihood that Plaintiffs could have obtained through trial the relief provided by the Agreement. (Id.)

The risk, expense, complexity, and likely duration of further litigation weigh in favor of preliminary approval. Without the Agreement, the parties would be required to litigate the ultimate merits of the case—a process which the Court acknowledges is long, complex, and expensive. Settlement of this matter will conserve the resources of this Court and the parties, thus weighing heavily in favor of preliminary approval.

D. Experience and Views of Counsel

"Great weight is accorded to the recommendation of counsel, who are most closely acquainted with the facts of the underlying litigation." Nat'l Rural Telecomms. Coop. v. DIRECTV, Inc., 221 F.R.D. 523, 528 (C.D. Cal. 2004) (internal citation and quotation marks omitted). Plaintiffs are represented by the ACLU, ACLU of San Diego and Imperial Counties, ACLU of Northern California, the National Center for Youth Law, and Sheppard, Mullin, Richter, and Hampton LLP. (STG Decl. ¶ 1.) Plaintiffs' counsel are experienced litigators with expertise in civil rights, juvenile justice, criminal justice, class actions and other complex litigation. (Id. ¶ 19.) Counsel submits that the "settlement is not only fair, reasonable, and adequate in view of the claims raised and the relief sought, but extraordinary" in that it "provides exceptional and comprehensive results for the class that protects their constitutional and civil rights." (Id. ¶ 15.) This factor therefore weighs in favor of preliminary approval.

E. Collusion Between the Parties

"To determine whether there has been any collusion between the parties, courts must evaluate whether 'fees and relief provisions clearly suggest the possibility that class interests gave way to self interests,' thereby raising the possibility that the settlement agreement is the result of overt misconduct by the negotiators or improper incentives for certain class members at the expense of others." Litty, 2015 WL 4698475, at *10 (quoting Staton, 327 F.3d at 961).

As an initial matter, the Court notes that settlement negotiations were conducted at arms-length. As discussed above in Part V.A, the parties engaged in numerous in-person meetings, exchanged discovery, reviewed thousands of pages of public records, and undertook independent investigations. The Court thus turns to the financial terms of the Settlement Agreement.

Plaintiffs do not request service awards for the class representatives. Plaintiffs' counsel seeks an award of attorneys' fees in addition to the requested injunctive relief. (Agreement § XVII.) Class counsel will seek $1,000,000 in attorneys' fees and costs in a separate motion. (Id.; Dkt. No. 58.) The Parties agree this amount is fair and reasonable in light of the time and effort put forth by Class Counsel and their experience, skill, and reputation. (MPA at 22.) Plaintiffs further assert that the amount requested is reasonable because it is substantially below the amount Plaintiffs would be entitled to under the lodestar method. (Id.) Because the amount of attorneys' fees does not reduce the relief provided to the Class, the amount of attorneys' fees raises no concerns regarding collusion between the parties. The Court will make a final determination on the amount of attorneys' fees when it rules on the fee request motion.

F. Remaining Factors

In addition to the factors discussed above, the Court may also consider the risk of maintaining class action status throughout the trial, the presence of a governmental participant, and the reaction of the class members to the proposed settlement. Staton, 327 F.3d at 959 (internal citations omitted). However, in this case, the Court cannot fully analyze the remaining

factors. For example, the settlement class members have yet to receive notice of the Agreement and have had time to comment or object, preventing consideration of their reaction. Plaintiffs do not anticipate significant objection from class members. (MPA at 28.) In regard to this case, Defendants are governmental participants who jointly support the settlement.

Of the factors considered, all weigh in favor of preliminary approval of the Agreement. Thus, the Court GRANTS preliminary approval of the proposed Agreement.

VI. NOTICE TO THE CLASS

Rule 23(c)(2)(A) allows the Court to "direct appropriate notice to the class" of the settlement a 23(b)(2) injunctive relief class action.[5] In addition, Rule 23(e)(1) requires that a proposed settlement may only be approved after notice is directed in a reasonable manner to all class members who would be bound by the settlement agreement. Fed. R. Civ. P. 23(e)(1)(B). Notice must be "timely, accurate, and informative." See Hoffmann-La Roche Inc. v. Sperling, 493 U.S. 165, 172 (1989); Churchill Village, LLC v. Gen. Elec., 361 F.3d 566 (9th Cir. 2004) ("Notice is satisfactory if it 'generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.'").

Plaintiffs represent that there will be three versions of the notice: 1) a short "postcard" notice, 2) a detailed notice, and 3) a "kid-friendly notice." (MPA at 28–29.) Plaintiffs provide drafts of the notices in Exhibit D to the Settlement Agreement. The "postcard" notice, which will be mailed to all class members, will contain a basic summary of the case and direct class members to a website for further information. (Id.) The detailed notice will describe the case, the parties, and the terms of the settlement in detail. (Agreement, Exh. D.) The "kid-friendly" notice will describe the terms of the settlement in easy-to-understand language. (MPA at 29.) The detailed and "kid-friendly" notices will be posted online and in locations where YAT probation officers work. (Id.) They will also be provided to juvenile defense attorneys. (Id.) All three forms of notice will outline the procedure for filing an objection and provide the date and time of the final approval hearing. (Id.; see also Agreement, Exh. D.)

Plaintiffs assert the notice is reasonable and appropriate because it provides notice in several different locations where it is likely to be seen by class members and provides individual notice to those most likely to be individually affected and benefited. (MPA at 30.) The Court agrees the notice plan is appropriate under the circumstances of this case.

VII. CONCLUSION

For the foregoing reasons, Plaintiffs' Preliminary Approval Motion is GRANTED. The Court thus ORDERS as follows:

[5] Unlike in a 23(b)(3) class action, the Court need not direct class members to implement the best notice practicable under the circumstances; nor is individual notice required. Compare Fed. R. Civ. P. 23(c)(2)(A), with 23(c)(2)(B).

1. The Settlement Agreement is preliminarily approved as fair, reasonable, and adequate for members of the settlement class.

2. AB Data is appointed as the settlement administrator.

3. The settlement notice, as set forth in Exhibit D to the Settlement Agreement, is approved in form and substance for use in the administration of the Settlement Agreement. The Court grants the parties the authority to finalize the contact information, website address, response dates, and fairness hearing dates in accordance with this Order.

4. AB Data is directed to complete notice to the class no later than **September 5, 2019**.

5. Settlement class members will have until **October 21, 2019** to file an objection to the Settlement Agreement.

6. The parties shall file a summary of objections or responses received, if any, no later than **November 11, 2019.**

7. Plaintiffs shall file a motion for final approval no later than **November 11, 2019.**

8. The final approval hearing shall be scheduled for **December 9, 2019** at 9:00 a.m. in Courtroom 1 of the United States District Court for the Central District of California, Eastern Division located at 3470 12th Street, Riverside, California 92501. Plaintiffs' Motion for Attorneys' Fees (Dkt. No. 58) shall also be heard at that time.

IT IS SO ORDERED.