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13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 AUDLEY BARRINGTON LYON, JR., et al.,
17 on behalf of themselves and all others
18 similarly situated,

19 Plaintiffs,

20 v.

21 UNITED STATES IMMIGRATION AND
CUSTOMS ENFORCEMENT, et al.,

22 Defendants.

Case No.: 13-cv-05878-EMC

**ORDER PRELIMINARILY
APPROVING SETTLEMENT,
DIRECTING NOTICE TO THE CLASS
AND SETTING FAIRNESS HEARING**

Hon. Edward M. Chen

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1 This matter having come before this Court on Plaintiffs’ unopposed motion for
2 preliminary Approval of the proposed settlement of the above-captioned class action (the
3 “Action”) pursuant to the parties’ Settlement Agreement (“Agreement”), and having duly
4 considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

- 5 1. Unless defined herein, all defined terms in this Order shall have the respective meanings
6 set forth in the Agreement.
- 7
8 2. The Court has conducted a preliminary evaluation of the Agreement for fairness, adequacy
9 and reasonableness. Based on this preliminary evaluation, the Court finds that (i) there is
10 cause to believe that the Agreement is fair, reasonable and adequate and within the range
11 of possible approval, (ii) the Agreement has been negotiated in good faith at arm’s length
12 between experienced attorneys familiar with the legal and factual issues in the Action, and
13 (iii) the notice of the material terms of the Agreement to Class Members for their
14 consideration and reaction is warranted. Therefore, the Court grants preliminary approval
15 of the Agreement.
- 16
17 3. On September 29, 2016 at 1:30p.m., or at such other date and time later
18 set by Court order, this Court will hold a hearing on the fairness, adequacy and
19 reasonableness of the Agreement (the “Fairness Hearing”) and will determine whether
20 final approval of the Agreement should be granted via entry of the Proposed Final Order
21 Approving Settlement attached as Exhibit C to the Agreement.
- 22
23 4. The Court approves the form and manner of giving direct notice to Class Members by,
24 within ten (10) business days of the entry of this order: (i) posting the Notice to the Class
25 and this Agreement in appropriate places on the ICE public website; (ii) providing the
26 Notice to the Class and this Agreement to immigration attorneys in the San Francisco Bay
27 Area through the local American Immigration Lawyers’ Association and National
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1 Lawyers Guild listservs; (iii) providing the Notice to the Class and this Agreement in
2 appropriate places on the website of the ACLU of Northern California; (iv) posting the
3 Notice to the Class in all housing units in the Facilities where Class Members are housed,
4 in an area prominently visible to immigration detainees; and (v) providing individual
5 copies of the Notice to the Class to any Class Members who are housed in segregation,
6 medical, holding, or other specialized units with restricted access to common areas during
7 Facility waking hours.
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9 5. Notice shall be posted/distributed by the Parties substantially in the form of Exhibit B to
10 the Agreement (in English and in Spanish), within ten (10) business days of this order and
11 shall remain posted, and shall be maintained or replaced with new copies as needed, until
12 the Court issues an order finally approving or rejecting the Settlement. Additionally, if
13 Class Counsel timely provides Defendant ICE with translations of Exhibit B in other
14 languages, Defendant ICE shall ensure that a notice is posted in those languages at the
15 locations specified in subparagraph 4(iv), informing Class Members that such translations
16 are available.
17

18 6. Class Counsel shall be responsible for meeting the notice requirements listed in
19 subparagraphs 4(ii)-(iii) above and ensuring maintenance of such notice, and Defendant
20 ICE shall be responsible for meeting the notice requirements listed in subparagraphs 4(i),
21 (iv) and (v) above and ensuring maintenance of such notice.
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23 7. Class Members who seek a copy of the Agreement, the Notice, or Plaintiffs' Motion for
24 Attorneys' Fees and Costs may obtain copies from visiting ICE agents in the facilities in
25 which they are housed or by calling Class Counsel through the pro bono platform
26 maintained by ICE in the facilities, or by sending a letter to Class Counsel at the address
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1 listed in the Notice. Class Counsel and ICE shall promptly respond to such requests for
2 additional information.

3 8. The Notice in form, method and content complies with the requirements of Rule 23 and
4 due process, and constitutes the best notice practicable under the circumstances.

5 9. Any Class Member may object to final approval of the Agreement by submitting his or her
6 objection (“Objection”) to the Court in writing, via regular mail to Class Action Clerk,
7 United States District Court of the Northern District of California, 450 Golden Gate
8 Avenue, San Francisco, CA 94102, or by filing them in person at any location of the
9 United States District Court for the Northern District of California (or for objectors
10 represented by counsel, via the Court’s ECF system), provided, however, that all
11 Objections must be received by the Court no later than twenty-one (21) days prior to the
12 Fairness Hearing.
13

14 10. A Class Member who objects to the Settlement need not appear at the Fairness Hearing for
15 his or her objection to be considered by the Court; however, any additional papers, briefs,
16 pleadings, or other documents that any objector would like the Court to consider must be
17 mailed to the Court no later than twenty-one (21) days prior to the final approval hearing.
18 All papers filed by an objector with the Court shall include the caption *Lyon et al. v. ICE*
19 *et al.*, No. 13-cv-05878-EMC, and provide: (i) the Class Member’s full name and current
20 detention facility or address; (ii) a signed declaration that the Class Member is a member
21 of the Class; (iii) the specific grounds for the objection; (iv) all documents or writings that
22 the Class Member desires the Court to consider; and (vii) a notice of intention (if any) to
23 appear at the Fairness Hearing. A sample objection form is attached to the Notice.
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25 11. Any Class Member who fails to object in the manner prescribed herein shall be deemed to
26 have waived his or her objections and forever be barred from making any such objections
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in this Action. While the declaration described in subparagraph 10(ii) is prima facie evidence that the objector is a member of the Class, the parties may take discovery regarding the matter, subject to Court approval. If an objector does not submit his or her Objection in accordance with the deadline and procedure set forth in the notice, and the Class Member is not granted relief by the Court, the Class Member will be deemed to have waived his or her right to be heard at the Fairness Hearing.

12. The Agreement, and the proceedings and statements made pursuant to the Agreement or papers filed relating to the approval of the Settlement, and this Order, shall not be offered or received against any party as evidence of, or construed as or deemed to be evidence of, any presumption, concession, or admission by any of the parties of the truth or falsity of any fact, claim, defense, or argument that was or could have been asserted in the Action, or any admission of liability, negligence, fault, or wrongdoing by any party, or referred to in any other way for any other reason as against the parties to the Agreement, in any other civil, criminal, or administrative action or proceedings, other than in proceedings to enforce the Agreement. Nothing contained herein, however, shall be construed to prevent the parties from offering the Agreement into evidence for the purposes of enforcement of the Settlement Agreement.

IT IS SO ORDERED. Plaintiffs' Motion for Attorney's Fees (Docket No. 263) will also be heard on September 29, 2016.

Dated July 1, 2016

Hon. Edward M. Chen
U.S. District Court Judge

