

FILED IN OPEN COURT

2/18/2020
James N. Hatten, Clerk

By: 
Deputy Clerk

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

_____)	
MAURICE WALKER, on behalf of)	
himself and others similarly situated,)	
)	
Plaintiff,)	CIVIL ACTION
)	
v.)	NO. 4:15-CV-170-HLM SCJ
)	
CITY OF CALHOUN, GEORGIA,)	
)	
Defendant.)	
_____)	

FINAL APPROVAL ORDER AND JUDGMENT

The parties to this matter seek certification of a settlement class and final approval of their proposed class settlement under Fed. R. Civ. P. 23(e). Having conducted a final fairness hearing on February 18, 2020 and having considered the parties' written submissions with respect to class certification, settlement, and notice (Docs. 132-2, 132-3), the Court approves the parties' class action settlement agreement, finding and ordering as follows:

1. On September 8, 2015, Plaintiff Maurice Walker filed this class action challenging the City of Calhoun's post-arrest bail policy. (Doc. 1 ¶¶ 1-2.) Walker alleged that under the policy in effect at the time of filing, people arrested by the City for alleged misdemeanors and ordinance violations waited in jail up to seven

days for a court hearing, and sometimes longer, unless they could deposit cash bail equal to the ultimate fine for their charges. (Doc. 1 ¶¶ 16-23.) The City of Calhoun disputed these allegations. Maurice Walker spent six nights in jail because he could not pay \$160, which was the fine amount and the bail amount that the City charged for Walker’s alleged offense of being a “pedestrian under the influence.” (Doc. 1 ¶¶ 10-11.) After two appeals to the Eleventh Circuit of the United States Court of Appeals, the parties reached a resolution. (*See* Doc. 133 (Preliminary Approval Order providing background).)

2. On November 18, 2019, the parties filed a joint motion for conditional certification of a settlement class, appointment of class counsel, and preliminary approval of a proposed settlement plan. (Doc. 132.)

3. On November 22, 2019, the Court preliminarily approved (Doc. 133) the Settlement Agreement (Doc. 132-2), and notice was thereafter given to all members of the Settlement Class under the terms of the Court order. (*See* Doc. 133 at 16-17 (describing in detail the steps to be taken to provide notice to class members by mail, email and publication).) Those terms included direct notice to incarcerated people at the Gordon County Jail, publications in the *Rome-News Tribune* and the Calhoun newspapers, and electronic posting on the website of the Southern Center for Human Rights.

4. This Court has jurisdiction over the subject matter of the action and over all parties to the action, including all settlement class members.

5. The Court has read and considered the papers filed in support of the parties' request for final approval of the settlement, including the parties' joint motion, the Settlement Agreement, class action notice, and related documents. The Court has not received any objections from any person regarding the proposed settlement. The Court held a fairness hearing on February 18, 2020, at which time the parties and any potential objectors were afforded the opportunity to be heard in support of or in opposition to the Settlement Agreement.

6. The Court now gives final approval to the Settlement Agreement and finds that the Settlement Agreement is fair, reasonable, and adequate, free of collusion, *see* Fed. R. Civ. P. 23(e), and in the best interests of the class.

7. This finding is supported by among other things, the complex legal and factual posture of the case, the fact that the Settlement Agreement is the result of arm's length negotiations, and the benefits provided to class members under the Settlement Agreement.

8. The Court readopts and reaffirms its order certifying a class defined as “[a]ll arrestees unable to pay for their release who are or will be in the custody of

the City of Calhoun as a result of an arrest involving a misdemeanor, traffic offense, or ordinance violation.” (Doc. 41 at 43.)

9. The Court finds that class certification remains appropriate and that Plaintiff Maurice Walker and his counsel remain adequate class representatives for purposes of settling the claims for prospective relief asserted by Walker on behalf of the class.

10. Under Rule 23(g) of the Federal Rules of Civil Procedure, Maurice Walker is hereby appointed as class representative.

11. Under Rule 23(g) of the Federal Rules of Civil Procedure, the following are hereby appointed as class counsel: Sarah Geraghty and Ryan Primerano (Southern Center for Human Rights) and Alec Karakatsanis (Civil Rights Corps).

12. The Court has determined that the notice given to the class, in accordance with the notice plan in the Settlement Agreement and the Court’s Order of November 22, 2019 (Doc. 133), fully and accurately informed members of the class of all material elements of the settlement, constituted the best notice practicable under the circumstances, and fully satisfied the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and applicable law.

13. Under the Settlement Agreement, the City agreed to three substantive policies for the benefit of the class members.

- a. First, the City of Calhoun Municipal Court will not return to the bail policies or procedures that were in effect when Plaintiff Maurice Walker was arrested in September 2015.
- b. Second, the City of Calhoun Municipal Court will provide a copy of the 2019 Standing Bail Order to the Gordon County Sheriff's Office, as the municipality relies upon the jail facilities operated by this law enforcement agency for custody of all pre-trial detainees under the jurisdiction of the City of Calhoun Municipal Court, to ensure that no arrestee under the jurisdiction of the City of Calhoun Municipal Court will be held in jail after arrest pursuant to a secured monetary bond solely because the arrestee cannot afford to pay the bond amount, except for a reasonable amount of time, not to exceed 48 hours, needed to process the arrestee and bring her or him before a neutral decision maker for a hearing on the arrestee's indigence and alternative release provisions.
- c. Third, the City of Calhoun will incorporate into a resolution for reappointment of the current Judge of the Municipal Court, and all

individuals appointed in the future to serve in this judicial capacity, a provision requiring that the 2019 Standing Bail Order is followed as the policy of the Calhoun Municipal Court.

14. By an agreement that was negotiated separately from the Class Action Settlement Agreement, the City agreed to monetary payment to Maurice Walker to resolve his individual damages claims, and an agreed upon award of attorney's fees for Walker's counsel.

15. The Court approves the payment of \$20,000 for Maurice Walker and specifically finds such amount to be reasonable in light of the service performed by Mr. Walker for the settlement class. The Court finds, based on the stipulations of the parties and its own independent review of the record, that Walker's agreement concerning his damages claims in no way compromises the fairness or adequacy of the Class Action Settlement Agreement.

16. The parties have agreed to an award of \$30,000 in attorneys' fees and costs for Walker's counsel in lieu of a fee petition under 42 U.S.C. § 1988. Based on the nearly five-year duration of this case and the Court's experience with this case and similar cases brought in the Northern District and Rome Division, the Court finds that the parties' agreed fee award of \$30,000 is well within the range of a reasonable fee award.

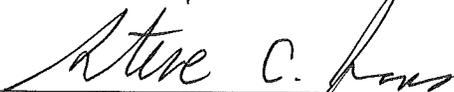
17. Plaintiffs' counsel shall file their fee motion under Fed. R. Civ. P. 23(h) within 7 days of the February 18, 2020 final fairness hearing.

18. The Court orders the parties to the Settlement Agreement to perform their obligations thereunder.

19. Within 30 days after the entry of this Order, Defendant shall mail a check for \$20,000 made out to "Maurice Walker" to the Southern Center for Human Rights. Defendant shall mail payment of attorneys' fees within 30 days of the Court ruling on Plaintiff's motion for fees.

20. Any objections to the Settlement Agreement are overruled and denied in all respects.

DONE, this the 18th day of February, 2020.



UNITED STATES DISTRICT JUDGE