

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

JOHN DOE 1; JOHN DOE 2; JANE
DOE 1; JANE DOE 2; JANE DOE 3;
and all persons similarly situated,

Plaintiffs,

v.

WASHINGTON STATE
DEPARTMENT OF CORRECTIONS;
and CHERYL STRANGE, Secretary of
The Department of Corrections, in her
official capacity,

Defendants.

NO. 4:21-CV-5059-TOR

ORDER GRANTING UNOPPOSED
MOTION FOR APPROVAL OF
SETTLEMENT AND CONSENT
DECREE AFTER FINAL FAIRNESS
HEARING

BEFORE THE COURT is the Final Fairness Hearing concerning the
Parties' settlement agreement. This Hearing was held in open Court on July 12,
2023. The Court has reviewed the record and files herein, the completed briefing,
and is fully informed.

No party or class member objected to the Settlement Agreement.

ORDER GRANTING UNOPPOSED MOTION FOR APPROVAL OF
SETTLEMENT AND CONSENT DECREE AFTER FINAL FAIRNESS
HEARING ~ 1

1 Federal Rule of Civil Procedure 23(e) requires the district court to approve
2 any settlement of a certified class before such a settlement becomes final. Fed. R.
3 Civ. P. 23(e). Rule 23(e)(2) requires a court to ensure that a proposed class action
4 settlement is fair, adequate, and reasonable prior to granting formal approval. Fed.
5 R. Civ. P. 23(e)(2). To assess the fairness of a settlement, the court looks to the
6 following *Churchill* factors:

7 (1) the strength of the plaintiff's case; (2) the risk, expense,
8 complexity, and likely duration of further litigation; (3) the risk of
9 maintaining class action status throughout the trial; (4) the amount
10 offered in settlement; (5) the extent of discovery completed and the
stage of the proceedings; (6) the experience and view of counsel; (7)
the presence of a governmental participant; and (8) the reaction of the
class members of the proposed settlement.

11 *In re Online DVD-Rental Antitrust Litigation*, 779 F.3d 934, 944 (9th Cir. 2015)
12 (quoting *Churchill Vill., L.L.C., v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004)).

13 Additionally, “the settlement may not be the product of collusion among the
14 negotiating parties.” *Churchill*, 361 F.3d at 576. “The district court’s approval
15 order must show not only that it has explored the *Churchill* factors
16 comprehensively, but also that the settlement is not the product of collusion among
17 the negotiating parties.” *Id.* at 947 (internal quotation marks and alterations
18 omitted) (quoting *In re Mergo Fin. Corp. Sec. Litig.*, 213 F.3d 454, 458 (9th Cir.
19 2000)).

1 The Court has thoroughly reviewed the settlement and concludes that the
2 proposed settlement fully satisfies the requirements of the *Churchill* factors and
3 Rule 23(e)(2).

4 **ACCORDINGLY, IT IS HEREBY ORDERED:**

- 5 1. Plaintiffs' Motion for Final Approval of Class Action Settlement (ECF
6 No. 147) is **GRANTED**. Pursuant to Federal Rule of Civil Procedure
7 23(e), the terms set forth in the Settlement Agreement, ECF No. 148-1,
8 are fair, adequate, and reasonable in light of the relevant circumstances.
9 The Settlement Agreement resulted from extensive arm's length
10 negotiations following class certification; there is no evidence of fraud,
11 collusion, or overreaching or that the rights of absent class members were
12 disregarded; the relief provided to the class under the agreement is
13 appropriate; and counsel has sufficient experience in similar litigation to
14 propose the Settlement Agreement.
- 15 2. All parties are to abide by the Settlement Agreement, ECF No. 148-1,
16 which is incorporated herein by reference into this Order.
- 17 3. Defendants are permanently enjoined from publicly releasing any
18 records, including, but not limited to, housing placement, discipline,
19 PREA, grievance, and health care records, that identify or can reasonably
20 be associated with the identity of any class member and directly relate to

1 a class member's: (1) PREA risk assessment, risk indicator, and
2 monitoring plan; (2) involvement in any PREA investigations or
3 allegations, including but not limited to reports of sexual abuse or sexual
4 harassment; (3) transgender, intersex, nonbinary, or gender
5 nonconforming status; (4) sexual orientation; (5) genital anatomy; (6)
6 history of sexual victimization; and (7) medical and mental health
7 diagnoses, conditions, treatment, or procedures.

8 4. Defendants are not enjoined from sharing such records in a non-public
9 manner consistent with federal and state law and penological necessity.
10 Defendants may share this information with other correctional and law
11 enforcement agencies, outside health care treatment providers for the
12 purposes of treatment, the Office of the Corrections Ombuds, and the
13 state protection and advocacy system. Defendants may also release this
14 information in defensive litigation where a plaintiff has already disclosed
15 the exact same information in open court, but in all other circumstances
16 information or records covered by this Injunction must be distributed
17 with a protective order and filed in court under seal.

18 5. Defendants are not enjoined from disclosing records that have been
19 through the Parties' review and approval process provided in the
20 Settlement Agreement (ECF No. 148-1). Records described in Section 3

1 above that have not been through the review process shall not be
2 disclosed as long as this order remains in effect.

3 6. This order complies in all respects with the requirements for prospective
4 relief under the Prison Litigation Reform Act, 18 U.S.C. § 3626(a). The
5 prospective relief in this Agreement is narrowly tailored; extends no
6 further than would be necessary to correct the violations of federal rights
7 as set forth by Plaintiffs in their Complaint, ECF No. 1, and Unopposed
8 Motion for Approval of Settlement Agreement, ECF No. 147; is the least
9 intrusive means necessary to correct these violations; and will not have
10 an adverse impact on public safety or the operation of a criminal justice
11 system.

12 7. Plaintiffs' counsel are awarded attorneys' fees and costs as agreed to in
13 the Settlement Agreement. Judgment shall be entered for Plaintiffs'
14 counsel's fees and costs in the amount of \$650,000 as agreed by the
15 Parties. Upon consideration of the factors set forth in *Hanlon v. Chrysler*
16 *Corp.*, 150 F.3d 1011 (9th Cir. 1998) and *In re Bluetooth Headset Prods.*
17 *Liab. Litig.*, 654 F.3d 935 (9th Cir. 2011), the Court finds that the fees
18 and costs award is reasonable and there is no indication of collusion
19 among the parties.
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1 8. The Court will retain jurisdiction over the case for one year after the
2 entry of this Order.

3 9. The file in this matter shall be administratively closed during the period
4 of compliance and monitoring, and shall be reopened by motion of
5 Plaintiffs' or Defendants' counsel.

6 10. This Order shall expire one year after entry unless otherwise ordered by
7 this Court.

8 The District Court Executive is directed to enter this Order, furnish copies to
9 counsel, enter Judgment as directed, and administratively **close** the file.

10 **DATED** July 12, 2023.



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A handwritten signature in blue ink that reads "Thomas O. Rice".

THOMAS O. RICE
United States District Judge