

**UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF
CALIFORNIA**

Osny Sorto-Vasquez Kidd et al. v. Kristi Noem et al.

Case No. 2:20-cv-03512-ODW (JPRx) · No. 2:20-cv-03512-ODW (JPRx) · Decided May 5, 2025

OPINION

Osny Sorto-Vasquez Kidd v. Chad T. Wolf

PER CURIAM.

O 1 2 3 4 5 6 7 8 United States District Court 9 Central District of California 10 11 OSNY
SORTO-VASQUEZ KIDD et al., Case No. 2:20-cv-03512-ODW (JPRx) 12 Plaintiffs, ORDER
GRANTING MOTION FOR

13 v. PRELIMINARY APPROVAL OF

CLASS ACTION SETTLEMENT

14 KRISTI NOEM,¹ [525]

United States Secretary of Homeland 15 Security, in her official capacity, et al., 16 Defendants. 17

18 I. INTRODUCTION

19 In this action, Organizational Plaintiffs Inland Coalition for Immigrant Justice 20 (“ICIJ”) and
the Coalition for Humane Immigrant Rights Los Angeles (“CHIRLA”) 21 seek class-wide
declaratory relief that various ICE actions, policies, and practices 22 violate the Fourth
Amendment and the Administrative Procedure Act (“APA”) and 23 injunctive relief to enjoin
these practices. (First Am. Compl. (“FAC”), ECF No. 38.)² 24 Organizational Plaintiffs, on behalf
of themselves and the Ruse Class, defined below, 25 seek an order granting preliminary approval
of a proposed settlement (“Proposed 26 1 Pursuant to Federal Rule of Civil Procedure 25(d),
Kristi Noem substituted in as Defendant for 27 Alejandro Mayorkas. 28 2 Plaintiff Osny Sorto-
Vasquez Kidd also asserts individual claims for various torts and violation of the Fourth
Amendment. (Id. ¶¶ 178–199.) 1 Settlement”). (Mot. Prelim. Approval (“Mot.” or “Motion”),
ECF No. 525; Decl. 2 Stephanie Padilla ISO Mot. (“Padilla Decl.”) Ex. 1 (“Agreement” or “SA”),
ECF

3 No. 525-1.) For the reasons below, the Court GRANTS Organizational Plaintiffs’

4 Motion.³

5 II. BACKGROUND

6 Organizational Plaintiffs challenge how ICE conducts law enforcement in its Los 7 Angeles
Area of Responsibility (“AOR”), which includes the counties of Los Angeles, 8 Orange, San
Bernardino, Riverside, Ventura, Santa Barbara, and San Luis Obispo. 9 (Order Summ. J. 2, ECF
No. 506.) Organizational Plaintiffs allege two methods by 10 which ICE officers in this district
“routinely conduct arrests in or near the home that 11 violate the Constitution”: (1) ICE officers

misrepresent themselves as police or 12 probation to trick individuals into granting them entry into or otherwise relinquishing 13 the privacy of their homes (the “Ruse” claims), and (2) ICE officers enter the 14 constitutionally protected private areas around individuals’ homes to arrest occupants 15 without consent or a judicial warrant (the “Knock and Talk” claims). (FAC ¶ 1.) As 16 the Agreement concerns the Ruse claims only, the Court focuses on those claims. 17 A. Ruses 18 In the FAC, Organizational Plaintiffs claim that ICE officers routinely use 19 “ruses” in which they impersonate non-immigration law enforcement officials to induce 20 people to “consent” to officers entering their homes or to lure them out of them homes 21 to conduct warrantless immigration arrests. (Id. ¶ 3.) During these “ruses,” ICE officers 22 often wear uniforms with “POLICE” written on them. (Id.) One such “ruse” is when 23 ICE officers try to get consent to enter a home or lure residents outside by claiming to 24 be police investigating a fake crime and show a picture of a “suspect” for whom they 25 are looking. (Id. ¶ 28.) Another is when ICE officers say they are with “probation” and 26 27 28 3 Having carefully considered the papers filed in connection with the Motion, the Court deemed the matter appropriate for decision without oral argument. Fed. R. Civ. P. 78; C.D. Cal. L.R. 7-15. 1 there to do a home inspection. (Id.) Organizational Plaintiffs contend that ICE policy 2 encourages the use of such ruses. (Id. ¶ 32.) 3 In the FAC, Organizational Plaintiffs provide examples of these “ruses.” In one 4 example, officers knocked on the home of Carlos Ortiz Becerra and identified 5 themselves as “police.” (FAC ¶ 69.) When they said they were looking for someone 6 named “Rodrigo,” Becerra’s daughter opened the door and told them no one by that 7 name lived in the house. (Id.) Becerra’s daughter let the officer enter the home after 8 they told her they needed to verify that Rodrigo was not present. (Id.) The officers 9 demanded that everyone in the home provide identification, and they arrested Becerra 10 after checking his identification. (Id. ¶ 70.) Becerra and his daughter did not know why 11 he was being arrested and only learned that the officers were immigration officials when 12 they provided business cards after arresting Becerra. (Id.) 13 In another example, two ICE officers wearing vests that said “POLICE” went to 14 Jose Urbano Vasquez’s residence and told his sister, who opened the door, that they 15 were probation offices. (FAC ¶ 81.) At the time, Vasquez was on probation. (Id.) The 16 officers asked Vasquez’s sister to bring Vasquez to the front door. (Id.) Thinking this 17 was a routine home visit from a probation officer, Vasquez grabbed identification and 18 headed to the front door. (Id.) He then gave his identification to the officers after they 19 asked for it. (Id. ¶ 82.) The officers then arrested Vasquez, and only while he was being 20 handcuffed did one of the officers tell him they were from ICE. (Id.) 21 B. This Lawsuit 22 On April 16, 2020, Organizational Plaintiffs initiated this lawsuit against various 23 ICE and DHS officials in their official capacities (“Official Capacity Defendants”), the 24 United States of America, and individual officers O.M., C.C., J.H., and J.N (“Individual 25 Officer Defendants”). (Compl., ECF No. 1.) ICIJ and CHIRLA sought class-wide 26 declaratory relief that various ICE actions, policies, and practices violate the Fourth 27 Amendment and the Administrative Procedure Act. (FAC ¶¶ 149–77.) They also 28 sought

injunctive relief to enjoin these practices. (Id.) Plaintiff Kidd separately asserted 1 individual claims for trespass, false imprisonment, negligence and negligent infliction 2 of emotional distress, and violation of the Fourth Amendment against the United States 3 and Individual Officer Defendants. (Id. ¶¶ 178–99.) 4 On February 7, 2023, the Court granted Organizational Plaintiffs’ motion to 5 certify two classes of individuals who have been or will be affected by Official Capacity 6 Defendants’ alleged unconstitutional practices: the “Ruse Class” and the “Knock and 7 Talk” Class. (Order Certify Class, ECF No. 335.) The Ruse Class is defined as: 8 All individuals residing at a home in the Los Angeles Area of 9 Responsibility where U.S. Immigration and Customs Enforcement has conducted or will conduct a warrantless civil immigration enforcement 10 operation in which officers enter the home under a claim of consent, or 11 where the individual exits their home at the request of ICE, without officers first verbally stating their true identity as immigration officers or their 12 immigration law purpose. 13 14 (Id. at 23–24.) The Court also appointed CHIRLA and ICIJ as Lead Plaintiffs and the 15 ACLU Foundation of Southern California, UC Irvine School of Law Immigrant Rights 16 Clinic, and Munger, Tolles & Olson LLP as Class Counsel. (Id. at 24.) 17 On October 10, 2023, after the parties informed the Court that they had reached 18 or believed they would reach a settlement of the Ruse Class claims, the Court stayed 19 the action as to all claims, except those related to the Knock and Talk Class. (Min. 20 Order, ECF No. 485.) On April 30, 2024, the parties informed the Court that they had 21 reached agreement on the remaining non-monetary issues in this case, other than those 22 related to the Knock and Talk Class, subject to the resolution of the monetary issues. 23 (April 30, 2024 Status Report, ECF No. 503.) 24 On May 15, 2024, the Court granted Organizational Plaintiffs’ Motion for Partial 25 Summary Judgment under Rule 56(e) as to the Knock and Talk Class’s first, second, 26 and third causes of action, and denied Official Capacity Defendants’ Motion for 27 Summary Judgment as to those same claims. (Order Summ. J 25–26.) 28 1 On November 1, 2024, pursuant to the parties’ joint stipulation, the Court 2 dismissed Kidd’s remaining individual Federal Tort Claims Act and Bivens claims.4 3 (Order, ECF No. 521; see FAC ¶¶ 178–199.) Then, on November 26, 2024, the parties 4 informed the Court that they had reached an agreement regarding the claims for fees 5 and costs associated with settlement of the Ruse Class claims. (Nov. 26, 2024 Status 6 Report, ECF No. 524.) Organizational Plaintiffs now seek preliminary approval of the 7 Proposed Settlement, which Defendants do not oppose. (Mot.; SA.)

8 III. TERMS OF THE PROPOSED SETTLEMENT5

9 The Proposed Settlement can be summarized as follows:6 10 Effective Date. The Agreement will become effective upon final approval by the 11 Court and will terminate three years thereafter. (SA § VII(C).) The parties will ask the 12 Court to retain jurisdiction over this action for this entire period to enforce the 13 Agreement. (SA § VII(D).) 14 Verbal and Visual Identification. “ICE Officers are prohibited from identifying 15 as a specific state or local law enforcement agency,” like the LAPD, “probation, parole, 16 detectives, or any other non-federal government agency when conducting a civil 17 immigration enforcement action at a residence.”

(SA § III(A)(1)(a).) Moreover, with 18 few exceptions,⁷ when conducting a civil immigration enforcement action at a residence 19 in “vest placards,” “clothing clearly identifying them as law enforcement officers,” or 20 “in external body armor carriers,” ICE Officers must have visible “ICE” identifiers 21 when there is a visible “POLICE” identifier. (SA § III(A)(1)(b).) The text of the “ICE” 22 identifier must be at least the size of the “POLICE” identifier. (SA § III(A)(1)(b).) ICE 23 Officers must identify as “ICE” or “immigration” “at the time of an arrest, or as soon 24 25 4 The Court previously dismissed Kidd’s negligence and false imprisonment claims against the United States. (Order Mot. Dismiss 24, ECF No. 58.) 26 5 All capitalized terms not otherwise defined are defined in the Agreement. 6 The Court notes that this is merely a summary of the Agreement and that the terms of the Agreement 27 control. 28 7 These exceptions are for special response teams and medical officers, who will still bear an ICE identifier. (SA § III(1)(b).) 1 as it is practical and safe to do so.” (SA § III(A)(1)(c).) ICE Los Angeles Field Office 2 training will provide that an ICE Officer initially identifying as “police” or an “officer” 3 related to a civil immigration enforcement action at a residence must also identify as 4 “ICE” or “immigration” before seeking entry to a residence or requesting that a resident 5 exit their home. (SA § III(A)(1)(c).) 6 Prohibited Ruses. ICE Officers from the Los Angeles Field Office may not 7 engage “in a ruse during a civil immigration enforcement action that identifies the 8 officers as governmental officials and misrepresents their” identity or purpose. (SA 9 § III(B)(1).) When ICE Officers in the Los Angeles Field Office, as part of a civil 10 immigration enforcement action, seek consent to enter a residence or a resident’s 11 agreement to exit a home, they cannot: (1) misrepresent that their purpose involves 12 danger to the resident or public safety; (2) state that they are conducting a criminal 13 investigation, unless true; (3) show photos of or identify by name persons other than the 14 target and falsely claim that they looking for those other individuals at the residence; 15 (4) falsely claim that there is a problem with an occupant’s car; or (5) claim they are 16 conducting a probation or parole check, unless it is an immigration parole check 17 (collectively, “Ruse Categories”).⁸ (SA § III(B)(2)(a)–(e).) 18 Directives and Trainings. Within thirty days after final approval of the 19 settlement, the ICE Enforcement and Removal Operations (“ERO”) “Los Angeles Field 20 Director shall issue a broadcast message to ICE Officers in the Los Angeles Field 21 Office” concerning their obligations under the Agreement.⁹ (SA § III(C)(1).) Within 22 sixty days of final approval of the settlement, the Director will revise training materials 23 8 ICE Officers can only say that they have authority to enter a residence or require a resident to exit a 24 residence under the resident’s probation or parole terms if the officers first verify that the resident’s 25 probation or parole terms authorize ICE to make such a claim under applicable law. (SA § III(B)(2)(e).) 26 9 Official Capacity Defendants must provide a copy of the broadcast message and any Fourth Amendment training materials to Class Counsel at least fourteen days before issuance. (SA 27 § III(C)(4).) For the duration of the agreement, Official Capacity Defendants must provide a copy of 28 future versions of these same documents within thirty days after any changes relates to their obligations under the Agreement. (SA.) 1 to implement the

Agreement. (SA § III(C)(3).) The Director will ensure that Los Angeles Field Office ICE Officers are trained on the Agreement's requirements by providing, among other things, training to Los Angeles Field Office ICE Officers at least three times per year and training concerning proper documentation of civil immigration enforcement actions at residences. (SA § III(C)(2).) Documentation and Monitoring. For residential civil immigration arrests where ICE Officers request to enter the residence or for an individual to exit the residence, ICE Officers must document if they verbally identified themselves as anything other than "DHS," "ERO," "ICE," or "immigration." (SA § IV(A)(1).) In these same circumstances, ICE Officers must also record if they state a governmental purpose for their visit that concerns any of the Ruse Categories. (SA § IV(A)(2).) ICE Officer supervisors will revise this documentation to monitor compliance with the Agreement, and Official Capacity Defendants will provide Class Counsel with a semiannual production of "an Arrest Activity Report of ERO Los Angeles civil immigration residential operations" for the prior six-month period. (SA § IV(C).) At Class Counsel's request, Official Capacity Defendants will provide no more than 100 ERO Los Angeles Form I-213s and up to 15 Field Operation Worksheets from each semiannual Arrest Activity Report so that Class Counsel can monitor compliance with the Agreement. (SA § IV(D).) Settled Claims. As of the date of final approval of the Proposed Settlement, Organizational Plaintiffs agree to release Official Capacity Defendants from "any and all claims for prospective equitable relief (i.e., declaratory and injunctive relief) arising out of the alleged statutory and constitutional violations asserted by" Organizational Plaintiffs "on behalf of themselves and the Ruse Class," Organizational Plaintiffs' 10 This requirement will be in place for eighteen months, beginning on the date of final approval of the Proposed Settlement. (SA § IV(A)(1).) Official Capacity Defendants will make the sixth (and last) production forty-five days before the termination of the Agreement. (SA § IV(C).) 1 "sanctions/fee motions, and Organizational Plaintiffs' "claims for attorneys' fees and costs related to the Ruse Class claims." (SA §§ II(M), V.) 3 Dispute Resolution. The parties "agree to work cooperatively with one another and in good faith and agree to use their best efforts to effectuate the purposes of the Agreement and to resolve informally any differences regarding interpretation of and compliance with the Agreement prior to bringing such matters to the Court for resolution." (SA. § VI(A).) Parties must abide by the following dispute resolution process. First, if any party's counsel thinks another party has violated the Agreement, then counsel shall notify, in writing, counsel of the opposing party "of the specific grounds upon which noncompliance is alleged (the 'Notice of Dispute')." (SA § VI(B)– 11 (C).) Within thirty calendar days of receiving a Notice of Dispute, the opposing party must respond with their position on the issue "and any action it has taken or intends to take to address the alleged non-compliance." (SA § VI(D).) Within three business days of this response, the parties shall meet and confer. (SA § VI(D).) Only if the parties cannot resolve the dispute within five business days of the meet and confer, the complaining party may then move to enforce the terms of this

Agreement in this Court 17 through a Motion to Enforce. (SA § VI(E).) The Court will resolve the dispute in the 18 manner it deems appropriate and will “have the power to award such relief and issue 19 such judgment as the Court deems proper.” (SA § VI(E).) 20 Attorneys’ Fees. When the parties jointly request the Court’s final approval of 21 the Proposed Settlement, Class Counsel will file a separate motion for approval of 22 \$2,600,000 in attorneys’ fees and costs on account of work done for the Ruse Class 23 claims. (SA § X(A).) Official Capacity Defendants agree not to oppose Class 24 Counsel’s motion for attorneys’ fees and costs in this amount.

25 IV. LEGAL STANDARD

26 The claims, issues, or defenses of a certified class . . . may be settled . . . only 27 with the court’s approval.” Fed. R. Civ. P. 23(e). “If the proposal would bind class 28 1 members, the court may approve it only after a hearing and only on finding that it is 2 fair, reasonable, and adequate” Fed. R. Civ. P. 23(e)(2). 3 Courts scrutinize class action settlements “to protect the unnamed members of 4 the class from unjust or unfair settlements affecting their rights.” *In re Syncor ERISA 5 Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008). Nonetheless, “there is a strong judicial 6 policy that favors settlements, particularly where complex class action litigation is 7 concerned.” *Id.* at 1101. Once a court preliminarily approves the settlement, the court 8 “may direct appropriate notice to the class” and grant final approval “only after a 9 hearing.” Fed. R. Civ. P. 23(c)(2), (e)(2). With respect to a settlement of a class 10 certified under Rule 23(b)(2), the “court must direct notice in a reasonable manner to 11 all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

12 V. DISCUSSION

13 The Court first considers whether it may grant preliminary approval for the 14 Proposed Settlement. (See SA.) The Court then reviews whether the class notice 15 (“Proposed Class Notice”) is sufficient. (See Padilla Decl. Exs. 2–3 (“Proposed Class 16 Notice”), ECF No. 525-1.) 17 A. Preliminary Settlement Approval 18 In class actions, courts may approve a settlement agreement only when the 19 settlement is “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). “At the 20 preliminary approval stage, the court evaluates the terms of the settlement to determine 21 whether they are within a range of possible judicial approval.” *Spann v. J.C. Penny 22 Corp.*, 314 F.R.D. 312, 319 (C.D. Cal. 2016) (cleaned up). At this stage, a “full fairness 23 analysis is unnecessary” because the court must hold a hearing before giving final 24 approval. *Grady v. RCM Techs. Inc.*, 671 F. Supp. 3d 1065, 1072 (C.D. Cal. 2023). 25 Thus, “the settlement need only be potentially fair.” *Acosta v. Trans Union, LLC*, 26 243 F.R.D. 377, 386 (C.D. Cal. 2007). Ultimately, “[t]he initial decision to approve or 27 reject a settlement proposal is committed to the sound discretion of the trial judge.” 28 *Officers for Just. v. Civ. Serv. Comm’n of S.F.*, 688 F.2d 615, 625 (9th Cir. 1982). 1 To determine whether a settlement is “fair, reasonable, and adequate,” courts 2 consider the following factors: whether “(A) the class representatives and class counsel 3 have adequately represented the class; (B) the proposal was negotiated at arm’s length; 4 (C) the relief provided for the class is adequate . . . ; and (D) the proposal treats class 5

members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2), *Lalli v. First Team 6 Real Est. —Orange Cnty.*, No. 8:20-cv-00027-JWH (ADSx), 2022 WL 8207530, at *3 7 (C.D. Cal. Sept. 6, 2022).

8 1. Adequate Class Representation 9 Having previously found that Class Counsel and Organizational Plaintiffs were 10 adequate representatives for purposes of class certification, (Order Certify Class 23– 11 24), the Court now finds that Class Counsel and Organizational Plaintiffs adequately 12 represented the class. See *In re Snap Inc. Sec. Litig.*, No. 2:17-cv-03679-SVW, 13 2021 WL 667590, at *1 (C.D. Cal. Feb. 18, 2021) (finding adequate representation 14 where court had previously appointed class representatives and class counsel and both 15 had “prosecuted the case with diligence and success”). Class Counsel and 16 Organizational Plaintiffs defeated Official Capacity Defendants’ motion to dismiss. 17 (See Order Mot. Dismiss.) Additionally, starting in early 2023, (Mot. 3), class 18 representatives participated in extensive settlement negotiations and mediation with 19 Judge Laurel Beeler to resolve the claims the Ruse Class brought against Official 20 Capacity Defendants, (see, e.g., Nov. 30, 2023 Status Report, ECF No. 490; Nov. 26, 21 2024 Status Report.) Therefore, at this preliminary approval stage, the Court finds 22 adequate class representation. 23

2. Negotiated at Arm’s Length 24 In evaluating a proposed settlement, courts focus on whether “the agreement is 25 not the product of fraud or overreaching by, or collusion between, the negotiating 26 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all 27 concerned.” *Officers for Just.*, 688 F.2d at 625. A court may preliminarily approve a 28 settlement if the proposed settlement, among other things “appears to be the product of 1 serious, informed, non-collusive negotiations, [and] has no obvious deficiencies.” *In re 2 Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007). Where 3 attorneys’ fees originate from a common recovery fund that feeds monetary relief to 4 class members, courts assess the fees with more skepticism because of the “potential 5 for conflict in the allocation.” *Lopez-Venegas v. Johnson*, No. 2:13-cv-03972-JAK 6 (PLAx), 2015 WL 13916876, at *9 (C.D. Cal. Feb. 25, 2015); cf. *Knisley v. Network 7 Assocs., Inc.*, 312 F.3d 1123, 1125 (9th Cir. 2002) (stating that one of the risks of class 8 action settlement is that “class counsel may collude with the defendants, tacitly reducing 9 the overall settlement in return for a higher attorney’s fee”). 10 The parties have litigated this case for more than four years. Settlement 11 negotiations lasted for nearly two years, which included a settlement conference in front 12 of Judge Beeler. (Mot. 3; see, e.g., Nov. 30, 2023 Status Report; Nov. 26, 2024 Status 13 Report.) The Court has not been presented with any facts suggesting fraud, 14 overreaching, or collusion. In fact, the risk of collusion is not high because 15 Organizational Plaintiffs lack monetary relief, and Class Counsel’s compensation does 16 not originate from a common fund. Cf. *Lopez-Venegas*, 2015 WL 13916876, at *9 17 (approving attorneys’ fee award where fees were not paid from common fund). 18 Therefore, for the purpose of preliminary approval of the settlement, the Court finds the 19 parties negotiated the Proposed Settlement at arm’s length. 20

3. Adequate Relief for the Class 21 To determine whether “relief provided for the class is adequate,” courts consider 22 “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any

proposed 23 method of distributing relief to the class . . .; (iii) the terms of any proposed award of 24 attorney’s fees, including timing of payment;” and (iv) any agreement made in 25 connection with the proposal. Fed. R. Civ. P. 23(e)(2)(C); Lalli, 2022 WL 8207530, 26 at *4. Further, “the Ninth Circuit asks district courts to undertake an additional search 27 for more subtle signs that class counsel have allowed pursuit of their own self-interests 28 and that of certain class members to infect the negotiations.” Lalli, 2022 WL 8207530, 1 at *3. (internal quotation marks omitted). This additional search requires courts to 2 consider: “(1) whether counsel ‘receive[d] a disproportionate distribution of the 3 settlement’; (2) whether the parties agreed to a ‘clear sailing arrangement’; and 4 (3) whether the settlement includes a ‘kicker’ or ‘reverter’ clause.” Id. (alteration in 5 original) (quoting *Briseño v. Henderson*, 998 F.3d 1014, 1026–27 (9th Cir. 2021)). 6 First, the Court finds that the costs, risks, and delay of appeal favor preliminary 7 approval of the Proposed Settlement—without a settlement, there is a substantial risk 8 that the parties will expend resources litigating the Ruse Class claims and associated 9 attorneys’ fees. (See Mot. 9–10.) In connection with settlement negotiations, the parties 10 sought to stay, and later withdrew, their respective cross-motions for summary 11 judgment related to the Ruse Class claims. (ECF Nos. 447, 451, 484, 485.) Plaintiffs 12 also withdrew their motion for sanctions related to spoilation of evidence. (ECF 13 No. 458.) Without a settlement, these motions would need to be litigated, followed by 14 possible trial and appeals. Second, because the class received declaratory—not 15 monetary—relief, the Court has no concerns with the effectiveness of distributing relief 16 to the class. Also, the Settlement Agreement contains mechanisms to ensure Official 17 Capacity Defendants compliance with the terms of the Agreement. Third, the parties 18 submitted the Agreement. See Fed. R. Civ. P. 23(e)(2)(C)(iv) (“The parties seeking 19 approval must file a statement identifying any agreement made in connection with the 20 proposal.”); (SA.) 21 There is also no indication of foul play in the negotiations by Class Counsel. The 22 Proposed Settlement does not contain a kicker or a reverter clause. The Proposed 23 Settlement includes a clear sailing arrangement whereby Official Capacity Defendants 24 agree not to oppose the request for attorneys’ fees in the amount stated. (See SA 25 § X(A).) However, this is not cause for concern because it does not reduce recovery 26 for the Ruse Class. For the same reason, there is no unfair distribution of the settlement 27 to class members. Therefore, negotiations do not contain “subtle signs” that Class 28 1 Counsel may have prioritized their gains over those of the class members. See Lalli, 2022 WL 8207530, at *3. 3 The Court also finds that the Proposed Settlement provides adequate relief to the 4 class. Without getting into the merits of the case, the Court notes that Organizational 5 Plaintiffs defeated Official Capacity Defendants’ motion to dismiss challenging the 6 Ruse Class claims, (ECF No. 58), certified a class, (ECF No. 335), and received 7 summary judgment on the Knock and Talk Class claims, (ECF No. 506), which raised 8 procedural issues that may have overlapped with the Ruse Class claims, (see Mot. 9.) 9 Organizational Plaintiffs brought the Ruse Class claims to challenge and enjoin certain 10 of Official Capacity Defendants’ policies and

practices, (see FAC), and the Proposed 11 Settlement will remedy at least some of the challenged policies and practices, (Padilla 12 Decl. ¶ 6; SA). 13 For the foregoing reasons, the Proposed Settlement provides adequate relief to 14 the class. 15 4. Equitable Treatment of Class Members 16 Lastly, the Court must ensure that “the proposal treats class members equitably 17 relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). A court may preliminarily approve 18 a settlement and direct notice to the class if “the proposed settlement . . . does not 19 improperly grant preferential treatment to class representatives or segments of the 20 class.” *In re Tableware Antitrust Litig.*, 484 F. Supp. 2d at 1079. Because the Proposed 21 Settlement makes no distinctions among class members, the Court finds that the 22 Proposed Settlement treats class members equitably relative to each other. Therefore, 23 the Court finds that the Proposed Settlement is within the range of possible judicial 24 approval, and preliminarily approves the Proposed Settlement. 25 B. Sufficiency of Notice 26 To evaluate a class settlement notice, the Court must analyze the notice type and 27 the notice content. 28 1. Type of Notice 2 Once a court determines it is likely to approve a class settlement, it “must direct 3 notice in a reasonable manner to all class members who would be bound by the 4 proposal.” Fed. R. Civ. P. 23(e)(1)(B). The parties plan to post the Proposed Class 5 Notice, in English and in Spanish, prominently in ICE detention centers in the Los 6 Angeles AOR. (Padilla Decl. ¶ 9; see SA § VII(B)(1).) The parties will also post the 7 Proposed Class Notice on the websites for ICE, the ACLU, CHIRLA, and ICIJ. (Padilla 8 Decl. ¶ 9; see SA § VII(B)(2).) Additionally, the parties will ensure distribution of the 9 Proposed Class Notice to immigration attorneys through the local American 10 Immigration Lawyers’ Association listserv. (Padilla Decl. ¶ 9; see SA § VII(B)(3).) 11 The Court finds, under the circumstances of this case, the notice reasonable for class 12 members. 13 2. Content of Notice 14 The Court certified the class under Rule 23(b)(2) for injunctive and declaratory 15 relief. (Order Certify Class.) For a class certified under Rule 23(b)(2), the Court “may 16 direct appropriate notice to the class.” Fed. R. Civ. P. 23(c)(2)(A). 17 Here, the parties sufficiently describe the nature of the action, the class certified, 18 claims, and the issues in the action. (See Proposed Class Notice.) The parties also 19 adequately explain the terms of the Settlement Agreement. (*Id.* at 2–4.) The parties 20 will also inform class members of the rights that will be waived if the Court finally 21 approves the Proposed Settlement. (*Id.* at 4.) Moreover, the parties will provide 22 instructions for opposing class members to object to the Proposed Settlement. 23 Therefore, the Court finds Proposed Class Notice sufficient with the following two 24 required changes. 25 First, in the language informing class members of the rights that will be waived 26 upon final approval, the parties should clarify that class members will not be able to 27 bring the released claims in future lawsuits and inform class members that 28 Organizational Plaintiffs and their attorneys have agreed to release claims for attorneys’ 1 fees and costs related to the Ruse Class claims. (See *id.* at 4.) The parties should add 2 the following bolded language to the Proposed Noticed: 3 In exchange for the terms above, plaintiffs will agree to release, or drop, the settled claims in the lawsuit. Class members will not be able to bring 4 these claims in any current or future lawsuit.

However, this release shall not prevent class members from bringing claims that could not have been raised in this lawsuit, such as an individual suit for money damages, or efforts by the class to enforce this settlement. The proposed settlement does not involve the payment of money damages to Ruse Class members. Plaintiffs and their attorneys will also agree to release claims for attorneys' fees and costs related to the Ruse Class claims. This added language should not be bolded in the Proposed Notice. (See Proposed Class Notice 4.) Second, given the update to the case caption, the parties shall amend the Proposed Class Notice to reflect that this case is now *Kidd v. Noem*, No. 2:20-cv-03513-ODW- JPR.

VI. CONCLUSION

The Court GRANTS Organizational Plaintiffs' Motion for Preliminary Approval. (ECF No. 525.) The Court (1) preliminarily approves the Proposed Settlement and (2) approves the form and method of the parties' Proposed Class Notice, provided that the parties make the changes noted above. Within three days of the date of this Order, the parties shall publish the Proposed Notice, consistent with this Order, for forty-two (42) days as outlined in the Settlement Agreement § VII(B). Ruse Class members shall have forty-five (45) days from the date of this Order (i.e., forty-two (42) days from the date the parties are required to give notice) to respond and register any objections to the Settlement Agreement. The Final Approval Hearing shall be held on August 4, at 9:00 a.m., at the United States Courthouse, 350 West First Street, Courtroom 5D, Los Angeles, CA 90012. No later than five (5) days after the objection deadline provided in the Proposed Class Notice, the parties shall file with the Court any objections received or a notice that no objections were received. No later than twenty-eight (28) days before the Final Approval Hearing, Organizational Plaintiffs shall file with the Court a motion for final approval of the settlement along with an application for attorneys' fees and costs in accordance with Rule 23(h). Oppositions to either motion must be filed no later than twenty-one (21) days before the Final Approval Hearing. If any opposition is filed, either party may file a reply in support of any objected-to motion no later than fourteen (14) days before the Final Approval Hearing. IT IS SO ORDERED.

May 5, 2025 N .

lida

OTIS D2 WRIGHT, I

Is UNITED STATES DISTRICT JUDGE

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