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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

DARRYL DUNSMORE, ANDREE ANDRADE, ERNEST ARCHULETA, JAMES CLARK, ANTHONY EDWARDS, LISA LANDERS, REANNA LEVY, JOSUE LOPEZ, CHRISTOPHER NELSON, CHRISTOPHER NORWOOD, JESSE OLIVARES, GUSTAVO SEPULVEDA, MICHAEL TAYLOR, and LAURA ZOERNER, on behalf of themselves and all others similarly situated,  
  
Plaintiffs,  
  
v.  
  
SAN DIEGO COUNTY SHERIFF’S DEPARTMENT, COUNTY OF SAN DIEGO, SAN DIEGO COUNTY PROBATION DEPARTMENT, and DOES 1 to 20, inclusive,  
  
Defendants.

Case No.: 20-cv-00406-AJB-DDL

**ORDER:**

- (1) GRANTING JOINT MOTION FOR PRELIMINARY APPROVAL OF PARTIES’ SETTLEMENT AGREEMENT AS TO PLAINTIFFS’ SECOND CLAIM FOR RELIEF (Doc. No. 1038)**
- (2) FINDING AS MOOT THE ORDER TO SHOW CAUSE (Doc. No. 1017) AND VACATING RELATED DEADLINES**

Before the Court is the parties’ joint motion for preliminary approval of the parties’ Settlement Agreement as to Plaintiffs’ Second Claim. (Doc. No. 1038.) The Court finds the matter suitable for decision on the papers and without oral argument pursuant to Local Civil Rule 7.1.d.1. For the reasons set forth below, the Court **GRANTS** the parties’ joint

1 motion for preliminary approval of the parties’ settlement regarding Plaintiffs’ second  
2 claim.

3 **I. BACKGROUND**

4 The facts of this case have been recited in previous orders. (*See* Doc. No. 219.)  
5 Plaintiffs are current or former inmates of San Diego County Jail facilities (the “Jail”),  
6 operated by Defendants San Diego County Sheriff’s Department and the County of San  
7 Diego. Plaintiffs bring this action on behalf of “themselves and the approximately 4,000  
8 incarcerated people who are similarly situated on any given day” to “remedy the dangerous,  
9 discriminatory, and unconstitutional conditions in the Jail.” (Third Amended Complaint  
10 (“TAC”), Doc. No. 231, ¶ 4.) Specifically, Plaintiffs contend Defendants’ policies and  
11 practices contribute to the high death rates in the Jail, which “has for years exceeded the  
12 rates nationally and in other large California jails, [and] it reached chilling heights in 2021  
13 when 18 people died, amounting to a death rate of 458 incarcerated people per 100,000.”  
14 (*Id.* ¶ 1.)

15 In the operative complaint, Plaintiffs’ second claim alleges a failure to provide  
16 adequate mental health care to incarcerated people in violation of the of the United States  
17 and California Constitutions. (*See* TAC ¶¶ 448–53.) On November 3, 2023, the Court  
18 granted the parties’ joint motion to certify a class of individuals under Federal Rule of Civil  
19 Procedure 23(b)(2). (Doc. No. 435.) As relevant to this Order, the Court certified a class of  
20 individuals under Federal Rule of Civil Procedure 23(b)(2) defined as:

21 All adults who are now, or will be in the future, incarcerated in any of the San  
22 Diego County Jail facilities (“Incarcerated People Class”).

23 (*Id.* at 10.) The Court also granted the parties’ request for approval of the proposed class  
24 notice plan, ordering that copies of the notice be posted throughout the Jails in English and  
25 Spanish (“Class Notice”); that Defendant Sheriff’s Department read the Class Notice to  
26 individuals who are illiterate or have a disability that may affect their ability to read the  
27 Notice; and that copies of the TAC be provided by Defendant Sheriff’s Department to class  
28 members upon request. (*Id.* at 11.)

1 The parties started discussing the potential for settlement of issues related to mental  
2 health care on February 5, 2025. (Declaration of Gay Grunfeld (“Grunfeld Decl.”), Doc.  
3 No. 1038-2, ¶ 19.) Between February 5, 2025, and January 5, 2026, the parties participated  
4 in twenty-three settlement conferences before Magistrate Judge Leshner. (Doc. No. 1038-1  
5 at 8.) The parties also conducted settlement discussions, spanning dozens of hours, without  
6 the involvement of Judge Leshner. (Grunfeld Decl. ¶ 19.) The Board of Supervisors  
7 approved the Mental Health Settlement on February 10, 2026. (*Id.*) On February 24, 2026,  
8 the parties filed the Settlement Agreement as an amended joint motion. (Doc. No. 1034.)  
9 The Court approved the amended joint motion the following day. (Doc. No. 1036.)

## 10 **II. SETTLEMENT AGREEMENT**

11 The Parties have executed a proposed Settlement Agreement (“Settlement  
12 Agreement” or “Settlement”). The primary terms of Settlement are provided below:

### 13 **A. Policies, Procedures, and Practices to Protect Constitutional Rights**

14 To protect the constitutional rights of Class Members with respect to adequate  
15 mental health care, Defendants will take, or will continue taking, a number of measures,  
16 including:

- 17 1. Timely referrals to mental health clinicians and psychiatric providers;
- 18 2. Assigning Class Members to appropriate Levels of Care and housing  
19 units that meet Class Members’ mental health needs;
- 20 3. Improving mental health treatment and programming;
- 21 4. Continuing to improve confidentiality;
- 22 5. Assessing whether individuals should not be placed in Administrative  
23 Separation or potentially be moved out due to mental health concerns;
- 24 6. Implementing assessments and treatment plans related to suicide  
25 prevention;
- 26 7. Implementing Release Planning services consistent with the  
27 individual’s needs and providing medication at release;
- 28 8. Implementing a mental health system needs assessment;
9. Improving mental health policies and staff training; and
10. County oversight of all mental health staff working in the jails.

1           **B. Needs Assessment and Expansion of Mental Health Units**

2           The County initiated a plan prior to the signing of the Settlement Agreement to  
3 expand Outpatient Stepdown Units (“OPSD”) for people with mental health needs at Rock  
4 Mountain Detention Facility. In addition to these enhancements, under the Settlement  
5 Agreement, the County agrees to open an additional Outpatient Stepdown module at Rock  
6 Mountain Detention Facility by March 2027 intended for high-security class members. The  
7 County will also, within one year of the signing of the Settlement Agreement, conduct a  
8 systemwide needs assessment to develop a bed and staffing plan to meet the needs of the  
9 mental health population at its jail facilities. Within two years of the completion of the  
10 needs assessment, the County agrees to utilize the findings of the systemwide needs  
11 assessment to develop and implement a bed plan and staffing plan to meet the needs of the  
12 mental health population through the defined levels of care.

13           **C. Neutral Experts to Issue Reports on Compliance**

14           To help ensure compliance with the Settlement Agreement, the County agrees to  
15 retain a neutral expert with relevant professional expertise. The neutral expert will be  
16 responsible for evaluating compliance with policies, practices, procedures, and training  
17 under the Mental Health Settlement Agreement. The neutral expert will conduct site visits  
18 of jail facilities twice per year, interview staff and Class Members, and have access to  
19 documents, which they will use to issue twice-yearly reports on compliance with the  
20 Mental Health Settlement Agreement. The parties will accompany the neutral expert on  
21 site visits and will have the opportunity to provide comments on the expert’s draft reports.  
22 (Doc. No. 1038-1 at 8–10; *see also* Doc. No. 1038-2 at 16–39.)

23           **II. LEGAL STANDARD**

24           A class action may not be settled without court approval. Fed. R. Civ. P. 23(e). At  
25 the preliminary stage, the Court must first assess whether a class exists.<sup>1</sup> *Id.* (citing *Amchem*

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28 <sup>1</sup> As noted above, the Court granted the parties’ Joint Motion for Class Certification, which, as relevant here, certified a class of individuals under Rule 23(b)(2), defined as “All adults who are now, or will be

1 *Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997)). Second, the court must determine  
2 whether the proposed settlement “is fundamentally fair, adequate, and reasonable.” *Hanlon*  
3 *v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), *overruled on other grounds by*  
4 *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). Rule 23(e)(1) requires the court  
5 to take certain steps to ensure proper administration of the settlement, including  
6 “direct[ing] notice in a reasonable manner to all class members who would be bound by  
7 the proposal.”

8 “[P]reliminary approval and notice of the settlement terms to the proposed class are  
9 appropriate where ‘[1] the proposed settlement appears to be the product of serious,  
10 informed, non-collusive negotiations, [2] has no obvious deficiencies, [3] does not  
11 improperly grant preferential treatment to class representatives or segments of the class,  
12 and [4] falls with [sic] the range of possible approval . . . .’” *Eddings v. Health Net, Inc.*,  
13 No. CV 10-1744-JST (RZx), 2013 WL 169895, \*2 (C.D. Cal. Jan. 16, 2013) (quoting *In*  
14 *re Tableware Antitrust Litig.*, 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007) (internal  
15 quotation and citation omitted)) and (citing *Acosta v. Trans Union, LLC*, 243 F.R.D. 377,  
16 386 (C.D. Cal. 2007) (“[t]o determine whether preliminary approval is appropriate, the  
17 settlement need only be *potentially* fair, as the Court will make a final determination of its  
18 adequacy at the hearing on Final Approval, after such time as any party has had a chance  
19 to object and/or opt out.”)).

#### 20 **IV. DISCUSSION**

##### 21 **A. A Product of Serious, Informed, Non-Collusive Negotiations**

22 Federal Rule of Civil Procedure 23(e) requires a district court to determine whether  
23 a proposed class action settlement is fundamentally fair, adequate, and reasonable. *See*  
24 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). “It is the settlement  
25 taken as a whole, rather than the individual component parts, that must be examined for  
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28 in the future, incarcerated in any of the San Diego County Jail facilities (“Incarcerated People Class”).”  
(Doc. No. 435 at 10.)

1 overall fairness.” *Hanlon*, 150 F.3d at 1026; *see also Officers for Justice v. Civil Service*  
2 *Comm’n*, 688 F.2d 615, 630 (9th Cir. 1982) (holding a settlement must stand or fall in its  
3 entirety because a district court cannot “delete, modify or substitute certain provisions”).  
4 A court must assess several factors to determine the overall fairness of a proposed class  
5 action settlement:

6 the strength of the plaintiffs’ case; the risk, expense, complexity, and likely  
7 duration of further litigation; the risk of maintaining class action status  
8 throughout the trial; the amount offered in settlement; the extent of discovery  
9 completed and the stage of the proceedings; the experience and views of  
10 counsel; the presence of a governmental participant; and the reaction of the  
11 class members to the proposed settlement.

11 *Hanlon*, 150 F.3d at 1026.

12 Plaintiffs and Class Counsel have adequately represented the Class as required by  
13 Rule 23(e)(2)(A). Class Counsel have demonstrated their ability to vigorously prosecute  
14 this action on behalf of the Incarcerated People Class through conducting significant law-  
15 and-motion practice. The facts and the parties’ respective legal positions have been  
16 extensively briefed in this Court. Class Counsel extensively investigated Plaintiffs’ claims  
17 and Defendants’ defenses, and negotiated an exchange of information sufficient to enable  
18 them to fully evaluate the strengths and weaknesses of the claims and defenses raised by  
19 both sides. For example, Plaintiffs’ Counsel largely overcame the County’s motion to  
20 dismiss. (Doc. No. 287); *see In re Wireless Facilities, Inc. Secs. Litig. II*, 253 F.R.D. 607,  
21 610 (S.D. Cal. 2008) (“Settlements that follow sufficient discovery and genuine arms-  
22 length negotiation are presumed fair.”).

23 Second, that the settlement was reached with the assistance of an experienced  
24 mediator further suggests the settlement is fair and reasonable. *See Bellinghausen v.*  
25 *Tractor Supply Co.*, 303 F.R.D. 611, 620 (N.D. Cal. 2014) (noting that discovery and the  
26 use of a mediator “support the conclusion that the Plaintiff was appropriately informed in  
27 negotiating a settlement”) (citation omitted). Between February 5, 2025, and January 5,  
28 2026, the parties participated in approximately twenty-three settlement discussions with

1 Magistrate Judge Leshner. The parties also conducted settlement discussions without the  
2 involvement of Judge Leshner. (Grunfeld Decl. ¶ 19.) The Board of Supervisors approved  
3 the Mental Health Settlement on February 10, 2026. (*Id.*) On February 24, 2026, the parties  
4 filed the Settlement Agreement as an amended joint motion. (Doc. No. 1034.) The Court  
5 approved the amended joint motion the following day. (Doc. No. 1036.)

6 Third, courts generally afford great weight to the recommendation of counsel with  
7 respect to settlement because counsel “are better positioned than courts to produce a  
8 settlement that fairly reflects each party’s expected outcome in litigation.” *In re Pac.*  
9 *Enters. Secs. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). Here, counsel found the strengths  
10 and risks of the case support the compromises reached by both sides. Given Plaintiffs’  
11 counsel’s experience with similar class action litigation, the Court finds that affording  
12 deference to their decision to settle the third claim, as well as the terms of that settlement,  
13 is appropriate.

14 Taken together, these facts support finding the settlement to be fair, reasonable, and  
15 adequate.

16 **B. The Proposal Was Negotiated at Arm’s Length**

17 In reviewing the next Rule 23(e) factor, the Court must examine the Settlement for  
18 additional indicia of collusion that would undermine a prima facie arm’s length negotiation.  
19 Signs of collusion may include (a) disproportionate distributions of settlement funds to  
20 counsel; (b) negotiation of attorney’s fees separate from the class fund (a “clear sailing”  
21 provision); or (c) an arrangement for funds not awarded to revert to the defendants. *See*  
22 *Staton v. Boeing Co.*, 327 F.3d 938, 965 (9th Cir. 2003). If multiple indicia of implicit  
23 collusion are present, the district court has a heightened obligation to assure that fees are  
24 not unreasonably high. *Id.*

25 Based on the intensive settlement process, the Court finds the Settlement was  
26 negotiated at arm’s length and there is no evidence of collusion. That the Settlement was  
27 reached with the assistance of the magistrate judge further suggests that the settlement is  
28 fair and reasonable. *See Bellinghausen*, 303 F.R.D. at 620. As discussed above, the parties

1 attended numerous settlement conferences with Judge Leshner. Although this case is still  
2 ongoing, the parties were able to reach a class-wide settlement as to the second claim. The  
3 agreement has been reduced to writing and executed as of February 24, 2026. (*See*  
4 Proposed Settlement Agreement.) Moreover, as this case is one for injunctive relief, there  
5 is no risk of disproportionate distribution of settlement funds to counsel, a “clear sailing”  
6 provision, or of an arrangement for funds now awarded to revert to the defendants. Thus,  
7 this factor weighs in favor of approval.

8 **C. The Relief Provided for the Class Is Adequate**

9 **1. The Costs, Risk, and Delay of Trial and Appeal**

10 Moving on, in assessing “the costs, risks, and delay of trial and appeal,” Fed. R. Civ.  
11 P. 23(e)(2)(C)(i), courts in the Ninth Circuit evaluate “the strength of the plaintiffs’ case;  
12 the risk, expense, complexity, and likely duration of further litigation; [and] the risk of  
13 maintaining class action status throughout the trial . . . .” *Hanlon*, 150 F.3d at 1026.

14 Here, this is a complex class action which has been litigated for years. Plaintiffs  
15 allege Defendants violated a number of constitutional and statutory rights. (*See generally*  
16 TAC.) Given the complexity and age of the case, the Court concludes that the strength of  
17 Plaintiffs’ claims against Defendants, and the risk, expense, complexity, and risk of  
18 maintaining class status throughout trial weighs in favor of approving the Settlement. The  
19 policies, procedures, and practices to protect Class Members’ constitutional rights, the  
20 expanding mental health facilities, and the neutral experts to issue reports on compliance  
21 all result in a substantial and tangible recovery, without the considerable risk, expense, and  
22 delay of trial and post-trial litigation.

23 **2. Attorneys’ Fees**

24 This Court has an “independent obligation to ensure that the award, like the  
25 settlement itself, is reasonable, even if the parties have already agreed to an amount.” *In re*  
26 *Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011). At the fee-setting  
27 stage, the interests of the plaintiffs and their attorneys diverge and is described as  
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1 “adversarial”; therefore, the district court assumes a fiduciary role for the class plaintiffs.  
2 *In re Mercury Interactive Corp. Sec. Litig.*, 618 F.3d 988, 994 (9th Cir. 2010).

3 The parties have not reached an agreement regarding any specific amount of  
4 attorneys’ fees and expenses to be recovered. Instead, fees and costs are to be addressed  
5 through further litigation. Class counsel has agreed to bear the risk of litigating the amount  
6 of fees and expenses recoverable, with no guarantee of receiving any specific amount. Once  
7 class counsel moves for interim attorney fees, the Court will cross check the requested  
8 amount with the lodestar amount based upon counsels’ submission and will determine  
9 whether the award is reasonable.

10 **D. Notice**

11 Upon a settlement of a certified class, “[t]he court must direct notice in a reasonable  
12 manner to all class members who would be bound by the proposal . . . .” Fed. R. Civ. P.  
13 23(e)(1)(B). Federal Rule of Civil Procedure 23(c)(2) states that for any class certified  
14 under Rule 23(b)(2), “the court may direct appropriate notice to the class.” Fed. R. Civ. P.  
15 23(c)(2)(A).

16 Here, the parties have submitted to the Court a Notice Settlement Agreement  
17 (“Proposed Settlement Notice”). (*See* Doc. No. 1038-2 at 63–64.) Having reviewed the  
18 Proposed Settlement Notice, the Court concludes the notice complies with Federal Rule of  
19 Civil Procedure 23.

20 The Court previously issued an order regarding how to distribute notice for  
21 the settlement of Plaintiff’s third claim. (*See* Order Granting Joint Motion for  
22 Preliminary Approval of Parties’ Settlement Agreement as to Plaintiffs’ Third Claim,  
23 Doc. No. 828 at 13–14.) The parties request the same notice distribution method here:

- 24 1. Post the Proposed Settlement Notice in English and Spanish throughout  
25 the Jail on white paper and in 16-point font for the Class, including in  
housing units, intake areas, holding cells, and medical units;
- 26 2. Provide a hard copy of the Proposed Settlement Notice to every  
27 individual who enters the Jail for a period of four weeks;

3. Provide the Proposed Settlement Notice in English and Spanish on video kiosks in housing units; and
4. Read the Proposed Settlement Notice to incarcerated people who have a disability that may affect their ability to read the notice.

The Court finds the parties' proposed methods of disseminating the Proposed Settlement Notice meet all due process and other legal requirements, and are the most effective and appropriate ways to provide notice to incarcerated persons at the Jails.

#### **E. Final Approval Hearing**

A court must hold a hearing before finally determining whether a class settlement is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2). The Court thus **ORDERS** that the final fairness hearing be set for **Thursday, July 31, 2025, at 10:00 PM.**

#### **V. JANUARY 5, 2026 ORDER TO SHOW CAUSE**

In the joint motion, the parties also request that the Court vacate the January 5, 2026 Order to Show Cause ("OSC") and the briefing deadlines for the OSC. (Doc. Nos. 1017; 1021.) The parties state that "the issue in the OSC will be rendered moot upon completion of the settlement of Plaintiffs' Second Claim for Relief." The Court agrees. Accordingly, the Court's Order to Show Cause is **MOOT** and the Court **HEREBY VACATES** the related deadlines. *See Hubbard v. Claim Jumper Enters., Inc.*, No. 05-cv-0367 W(JFS), 2005 WL 4655133, at \*1 (S.D. Cal. Aug. 2, 2005).

#### **VI. CONCLUSION**

Based on the foregoing, the Court **GRANTS** the parties' joint motion for preliminary approval of settlement. As to distribution of notice, the Court **ORDERS** Defendants to:

1. Post the Proposed Settlement Notice in English and Spanish throughout the Jail on white paper and in 16-point font for the Subclass, including in housing units, intake areas, holding cells, and medical units;
2. Provide a hard copy of the Proposed Settlement Notice to every individual who enters the Jail for a period of four weeks;

- 3. Provide the Proposed Settlement Notice in English and Spanish on video kiosks in housing units; and
- 4. Read the Proposed Settlement Notice to incarcerated people who have a disability that may affect their ability to read the notice.


The Court additionally:

- 1. **ORDERS** Defendants to distribute notice to Class Members within seven (7) business days of entry of this Order;
- 2. Sets a deadline of forty-five (45) days from distribution of notice for objections by Class Members;
- 3. Sets a deadline of fifteen (15) days from the objection deadline for filing of Motion of Final Approval and for responses to any timely-filed Class Member Objections; and
- 4. Sets a hearing on fairness and final approval of settlement to be held on **Thursday, July 2, 2026 at 10:00 AM.**

Finally, the Court finds the Order to Show Cause (Doc. No. 1017) is **MOOT** and therefore **VACATES** the related deadlines. (*See* Doc. Nos. 1017; 1021).

**IT IS SO ORDERED.**

Dated: March 12, 2026

  
 Hon. Anthony J. Battaglia  
 United States District Judge