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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 GRANTING JOINT MOTION FOR PRELIMINARY APPROVAL OF THE PARTIES' MEDICAL AND DENTAL SETTLEMENT AGREEMENT AS TO PLAINTIFFS' FIRST AND SIXTH CLAIMS FOR RELIEF
(Doc. No. 1093)

Before the Court is the parties' joint motion for preliminary approval of the parties' Medical and Dental Settlement Agreement. (Doc. No. 1093.) 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 joint motion for

1 preliminary approval of the parties’ settlement regarding Plaintiffs’ First and Sixth Claims
2 for Relief.

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’ First and Sixth Claims for Relief allege a
16 failure to provide adequate medical and dental care to incarcerated people in violation of
17 the of the United States and California Constitutions. (*See* TAC ¶¶ 442–47, 481–86.) On
18 November 3, 2023, the Court granted the parties’ joint motion to certify a class of
19 individuals under Federal Rule of Civil Procedure 23(b)(2). (Doc. No. 435.) As relevant to
20 this Order, the Court certified a class of individuals under Federal Rule of Civil Procedure
21 23(b)(2) defined as:

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

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

3 The parties engaged in extensive fact and expert discovery related to the First and
4 Sixth Claims for Relief, including three on-site facility inspections by Plaintiffs’ medical
5 experts (Dr. Jeffrey Keller and Dr. Kelly Ramsey) and dental expert (Dr. Jay Shulman),
6 several Rule 30(b)(6) depositions, production of thousands of documents, exchanges of
7 expert reports, and expert depositions. (Declaration of Gay Crosthwait Grunfeld
8 (“Grunfeld Decl.”), Doc. No. 1093-2, ¶ 5.)

9 Between January 2026 and May 2026, the parties exchanged multiple proposals to
10 resolve the First and Sixth Claims for Relief. (Grunfeld Decl. ¶ 15.) The parties engaged
11 in extensive, arms-length settlement discussions, overseen by Magistrate Judge David D.
12 Leshner. (*Id.*) These discussions took place on January 26, 2026; February 12, 2026;
13 February 25, 2026; March 13, 2026; March 25, 2026; and April 9, 2026. (Grunfeld Decl.,
14 Ex. A ¶ 3.) Magistrate Judge Leshner attended three of these settlement discussions.
15 (Grunfeld Decl. ¶ 15.) The Board of Supervisors approved the Medical and Dental
16 Settlement Agreement on May 19, 2026. (*Id.*) On May 20, 2026, the parties filed the
17 Settlement Agreement as a joint motion. (Doc. No. 1070.) The Court approved the joint
18 motion on May 26, 2026. (Doc. No. 1073.)

19 **II. SETTLEMENT AGREEMENT**

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

22 **A. Improvements to access to care**

23 The Settlement Agreement requires that a doctor or other provider evaluate all
24 people with chronic or acute medical or dental issues at booking within one or seven days,
25 depending on the presence or absence of symptoms, and that the County continue
26 medications and treatments people were receiving in the community prior to their arrest.
27 The Settlement Agreement also establishes timelines for health care staff to evaluate
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1 people who submit requests for medical or dental care. (*See* Grunfeld Decl., Ex. A ¶¶ 24,
2 27, 31–37.)

3 **B. Improvements to treatment for people with chronic conditions**

4 The Settlement Agreement requires the County to continue to develop and modify
5 individual treatment plans for all people with chronic conditions, to develop disease
6 management guidelines (DMGs) for many of the most common chronic conditions, and to
7 treat patients consistent with the DMGs or document a clinical justification for deviation.
8 (*Id.* ¶¶ 57–59.)

9 **C. Improvements in the treatment of people with substance use disorders**
10 **and who are experiencing withdrawal**

11 Since the filing of this lawsuit, the County has made substantial improvements for
12 treatment for people with substance use disorders. The Settlement Agreement continues
13 those improvements and requires others, including eliminating any policy where the
14 County would discontinue treatment if someone is found to have diverted medication and
15 requiring that the County monitor people experiencing withdrawal at clinically appropriate
16 intervals. (*Id.* ¶¶ 71–74.)

17 **D. Increases in dental staffing**

18 The Settlement Agreement mandates that the County have at least one dentist for
19 every 1000 people in the Jail, which will likely lead to a significant improvement in dental
20 staffing at the Jail. (*Id.* ¶ 77.)

21 **E. Improvements in training for sworn and health care staff**

22 The Settlement Agreement mandates that the County provide health care staff with
23 targeted training regarding withdrawal and provide sworn staff with training regarding
24 when to refer incarcerated people to health care staff. (*Id.* ¶¶ 54–55.)

25 **F. Improvements to continuous quality improvement and review of sentinel**
26 **events, including deaths**

27 The Settlement Agreement requires that the County conduct its own review of the
28 most important medical and dental processes at the Jail, including the intake process, the

1 health care request process, and the process for providing access to offsite care. In addition,
2 the agreement requires that, when any incarcerated person dies or suffers permanent
3 medical or dental injury, the County must conduct a review, including performing a “root
4 cause” analysis to identify any deficiencies in care and recommending and implementing
5 any corrective action. (*Id.* ¶¶ 49–50.)

6 **G. Addressing refusals of care**

7 The Settlement Agreement requires that the County provide counseling to all people
8 who refuse any medication or appointments. When people refuse lifesaving treatments or
9 medication, Jail staff must provide counseling and must notify a provider, who will decide
10 if additional counseling is appropriate. (*Id.* ¶¶ 39–45.)

11 **H. Requiring that people with insulin pumps can keep them**

12 The Settlement Agreement mandates that people who enter the Jail with insulin
13 pumps can retain possession of them and that the County will provide appropriate insulin
14 and take reasonable steps to repair or replace broken pumps. (*Id.* ¶ 61.)

15 **I. Appointment of neutral experts**

16 The Settlement Agreement requires the appointment of neutral experts (one medical
17 and one dental) to report twice yearly on the County’s implementation of the agreement
18 based on inspection of the facilities, interviews with staff and class members, as well as
19 access to and review of the County’s policies and documentation. *Id.*, ¶¶ 83–92.

20 **J. Class Counsel participation**

21 The Settlement Agreement provides for the continued involvement of Class
22 Counsel, including through interviews at the facilities with class members as provided by
23 the Settlement Agreement, accompanying the independent neutrals on their inspections of
24 the facilities, and access to documents as provided by the Settlement. (*Id.* ¶¶ 88, 93, 98.)

25 **K. Continuing Court Jurisdiction**

26 The Settlement Agreement provides that the Court will exercise continuing
27 jurisdiction over the Settlement Agreement until the County has achieved substantial
28 compliance with the Settlement Agreement. (*Id.* ¶ 107.)

1 **II. LEGAL STANDARD**

2 A class action may not be settled without court approval. Fed. R. Civ. P. 23(e). At
3 the preliminary stage, the Court must first assess whether a class exists.¹ *Id.* (citing *Amchem*
4 *Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997)). Second, the court must determine
5 whether the proposed settlement “is fundamentally fair, adequate, and reasonable.” *Hanlon*
6 *v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th Cir. 1998), *overruled on other grounds by*
7 *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338 (2011). Rule 23(e)(1) requires the court
8 to take certain steps to ensure proper administration of the settlement, including
9 “direct[ing] notice in a reasonable manner to all class members who would be bound by
10 the proposal.”

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

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27 ¹ As noted above, the Court granted the parties’ Joint Motion for Class Certification, which, as relevant
28 here, certified a class of individuals under Rule 23(b)(2), defined as “All adults who are now, or will be
in the future, incarcerated in any of the San Diego County Jail facilities (“Incarcerated People Class”).”
(Doc. No. 435 at 10.)

1 **IV. DISCUSSION**

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

3 Federal Rule of Civil Procedure 23(e) requires a district court to determine whether
4 a proposed class action settlement is fundamentally fair, adequate, and reasonable. *See*
5 *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992). “It is the settlement
6 taken as a whole, rather than the individual component parts, that must be examined for
7 overall fairness.” *Hanlon*, 150 F.3d at 1026; *see also Officers for Justice v. Civil Service*
8 *Comm’n*, 688 F.2d 615, 630 (9th Cir. 1982) (holding a settlement must stand or fall in its
9 entirety because a district court cannot “delete, modify or substitute certain provisions”).

10 A court must assess several factors to determine the overall fairness of a proposed class
11 action settlement:

12 the strength of the plaintiffs’ case; the risk, expense, complexity, and likely
13 duration of further litigation; the risk of maintaining class action status
14 throughout the trial; the amount offered in settlement; the extent of discovery
15 completed and the stage of the proceedings; the experience and views of
16 counsel; the presence of a governmental participant; and the reaction of the
17 class members to the proposed settlement.

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

19 Plaintiffs and Class Counsel have adequately represented the Class as required by
20 Rule 23(e)(2)(A). Class Counsel have demonstrated their ability to vigorously prosecute
21 this action on behalf of the Incarcerated People Class through conducting significant
22 law-and-motion practice. The facts and the parties’ respective legal positions have been
23 extensively briefed in this Court. Class Counsel extensively investigated Plaintiffs’ claims
24 and Defendants’ defenses, and negotiated an exchange of information sufficient to enable
25 them to fully evaluate the strengths and weaknesses of the claims and defenses raised by
26 both sides. Moreover, Plaintiffs’ Counsel defeated the County’s motion for summary
27 judgment as to the medical and dental claims. (Doc. No. 961); *see In re Wireless Facilities,*
28 *Inc. Secs. Litig. II*, 253 F.R.D. 607, 610 (S.D. Cal. 2008) (“Settlements that follow
sufficient discovery and genuine arms-length negotiation are presumed fair.”).

1 Second, the settlement was reached with the assistance of an experienced mediator
2 further suggests the settlement is fair and reasonable. *See Bellinghausen v. Tractor Supply*
3 *Co.*, 303 F.R.D. 611, 620 (N.D. Cal. 2014) (noting that discovery and the use of a mediator
4 “support the conclusion that the Plaintiff was appropriately informed in negotiating a
5 settlement”) (citation omitted). Between January 2026 and May 2026, the parties
6 participated in several settlement discussions with Magistrate Judge Leshner. (Grunfeld
7 Decl. ¶ 15.) The parties also conducted settlement discussions without the involvement of
8 Judge Leshner. (*Id.*) The Board of Supervisors approved the Mental Health Settlement on
9 May 19, 2026. (*Id.*) On May 20, 2026, the parties filed the Settlement Agreement as a joint
10 motion. (Doc. No. 1070.) The Court approved the joint motion on May 26, 2026. (Doc.
11 No. 1073.)

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

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

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

23 In reviewing the next Rule 23(e) factor, the Court must examine the Settlement for
24 additional indicia of collusion that would undermine a prima facie arm’s length negotiation.
25 Signs of collusion may include (a) disproportionate distributions of settlement funds to
26 counsel; (b) negotiation of attorney’s fees separate from the class fund (a “clear sailing”
27 provision); or (c) an arrangement for funds not awarded to revert to the defendants. *See*
28 *Staton v. Boeing Co.*, 327 F.3d 938, 965 (9th Cir. 2003). If multiple indicia of implicit

1 collusion are present, the district court has a heightened obligation to assure that fees are
2 not unreasonably high. *Id.*

3 Based on the intensive settlement process, the Court finds the Settlement was
4 negotiated at arm’s length and there is no evidence of collusion. That the Settlement was
5 reached with the assistance of the magistrate judge further suggests that the settlement is
6 fair and reasonable. *See Bellinghausen*, 303 F.R.D. at 620. As discussed above, the parties
7 attended numerous settlement conferences with Judge Leshner. Although this case is still
8 ongoing, the parties were able to reach a class-wide settlement as to the first and sixth
9 claims. The Settlement Agreement has been reduced to writing and executed as of May 20,
10 2026. (*See Proposed Settlement Agreement.*) Moreover, as this case is one for injunctive
11 relief, there is no risk of disproportionate distribution of settlement funds to counsel, a
12 “clear sailing” provision, or of an arrangement for funds now awarded to revert to the
13 defendants. Thus, this factor weighs in favor of approval.

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

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

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

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

1 **2. Attorneys’ Fees**

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

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

15 **D. Notice**

16 Upon a settlement of a certified class, “[t]he court must direct notice in a reasonable
17 manner to all class members who would be bound by the proposal” Fed. R. Civ. P.
18 23(e)(1)(B). Federal Rule of Civil Procedure 23(c)(2) states that for any class certified
19 under Rule 23(b)(2), “the court may direct appropriate notice to the class.” Fed. R. Civ. P.
20 23(c)(2)(A).

21 Here, the parties have submitted to the Court a Notice Settlement Agreement
22 (“Proposed Settlement Notice”). (*See* Doc. No. 1093-2 at 46–47.) Having reviewed the
23 Proposed Settlement Notice, the Court concludes the notice complies with Federal Rule of
24 Civil Procedure 23.

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

- 3 1. Post the Proposed Settlement Notice in English and Spanish throughout
4 the Jail on white paper and in 16-point font for the Class, including in
5 housing units, intake areas, holding cells, and medical units;
- 6 2. Provide a hard copy of the Proposed Settlement Notice to every
7 individual who enters the Jail for a period of four weeks;
- 8 3. Provide the Proposed Settlement Notice in English and Spanish on
9 video kiosks in housing units; and
- 10 4. Read the Proposed Settlement Notice to incarcerated people who have
11 a disability that may affect their ability to read the notice.

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

16 **E. Final Approval Hearing**

17 A court must hold a hearing before finally determining whether a class settlement is
18 fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2). The Court thus **ORDERS** that
19 the final fairness hearing be set for **Thursday, November 19, 2026, at 10:00 AM.**

20 **VI. CONCLUSION**

21 Based on the foregoing, the Court **GRANTS** the parties’ Joint Motion for
22 Preliminary Approval of the Medical and Dental Settlement. As to distribution of notice,
23 the Court **ORDERS** Defendants to:


- 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 Subclass, including
26 in housing units, intake areas, holding cells, and medical units;
- 27 2. Provide a hard copy of the Proposed Settlement Notice to every
28 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.

1 The Court additionally:

- 2 1. **ORDERS** Defendants to distribute notice to Class Members within
3 seven (7) business days of entry of this Order;
- 4 2. Sets a deadline of forty-five (45) days from distribution of notice for
5 objections by Class Members;
- 6 3. Sets a deadline of fifteen (15) days from the objection deadline for
7 filing of Motion of Final Approval and for responses to any timely-filed
8 Class Member Objections; and
- 9 4. Sets a hearing on fairness and final approval of settlement to be held on
Thursday, November 19, 2026, at 10:00 AM.

IT IS SO ORDERED.

10 Dated: June 25, 2026

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12 Hon. Anthony J. Battaglia
13 United States District Judge
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