UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
CIVIL MINUTES—GENERAL

Case No.	**EDCV 23-0481 JGB (ACCVx)**	Date	September 25, 2026
Title	***Ligaya Ronduen, et al. v. The Geo Group, Inc.***		

Present: The Honorable	JESUS G. BERNAL, UNITED STATES DISTRICT JUDGE

MAYNOR GALVEZ	Not Reported
Deputy Clerk	Court Reporter

Attorney(s) Present for Plaintiff(s):	Attorney(s) Present for Defendant(s):
None Present	None Present

Proceedings: **Order (1) GRANTING Plaintiffs' Unopposed Motion for Preliminary Approval of the General Causation Issue Class Settlement (Dkt. No. 537); and (2) VACATING the September 28, 2026 Hearing (IN CHAMBERS)**

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of General Causation Issue Class Settlement filed on August 31, 2026. ("Motion" or "Mot.," Dkt. No. 537.) The Court finds this matter appropriate for resolution without a hearing. See Fed. R. Civ. P. 78; L.R. 7-15. After considering the papers filed in support of the matter, the Court **GRANTS** the Motion and **VACATES** the September 28, 2026 hearing.

I. BACKGROUND

This case commenced on March 20, 2023, with the filing of the original complaint. (Dkt. No. 1.) On January 6, 2025, plaintiffs Ligaya Ronduen, Carlos Castillo, Miriam Jeannette Scheetz, Wilfredo Gonzalez Mena, Somboon Phaymany, and Yolanda Mendoza (together, "Plaintiffs") filed their First Amended Class Action Complaint against defendants Geo Group, Inc. ("GEO") and Spartan Chemical Company, Inc. ("Spartan") (together, "Defendants"). (Dkt. No. 152.) The FAC asserted nine causes of action on behalf of Plaintiffs and the putative class of "[a]ll persons who were detained at Adelanto Detention Center between February 2020 through November 1, 2020 that were exposed to HDQ Neutral": (1) Negligence, pursuant to Cal. Civ. Code § 1714(a); (2) Battery; (3) Premises Liability, pursuant to Cal. Civ. Code § 1714(a); (4) Concealment, pursuant to Cal. Civ. Code § 1710(3); (5) Intentional Misrepresentation, pursuant to Cal. Civ. Code § 1710(1); (6) Negligent Misrepresentation,

pursuant to Cal. Civ. Code § 1710(2); (7) Design Defect–Strict Liability; (8) Failure to Warn–Strict Liability; and (9) Failure to Warn–Negligence. In this Order, the Court assumes the parties' familiarity with Plaintiffs' extensive factual allegations.

On September 26, 2025, the Court certified an issue class under Federal Rule of Civil Procedure 23(c)(4) on the issue of general causation (hereinafter, "Certified Class")—i.e., whether certain levels of exposure to the chemical disinfectant HDQ Neutral can cause certain injuries (hereinafter, "Certified Issue"). (Dkt. No. 365.) The Court authorized Plaintiffs to litigate on behalf of a class what, if any, symptoms can result from exposure to specific levels of HDQ Neutral. (Id.) On October 30, 2025, the Court appointed Social Justice Legal Foundation and Hueston Hennigan LLP as Class Counsel for the Certified Class. (Dkt. No. 367.)

On December 16, 2025, the Court granted-in-part, denied-in-part, and deferred-in-part Defendants' motions for summary judgment. (Dkt. No. 491.) The Court granted GEO's motion for summary judgment as to Plaintiffs' battery claim and denied both Defendants' motions for summary judgment as to whether Plaintiffs' remaining claims are barred by the statute of limitations. (Id.) The Court then ordered that the jury trial in this case be bifurcated, with the first phase of trial covering only the applicability of the delayed discovery rule to the statute of limitations issue. (Id.) The Court deferred consideration of the remaining issues in Defendants' motions for summary judgment—regarding Plaintiffs' negligence, premises liability, concealment, intentional misrepresentation, negligent misrepresentation and product liability claims—until the conclusion of the first phase of trial. (Id.)

On August 31, 2026, Plaintiffs filed their Unopposed Motion for Preliminary Approval of General Causation Issue Class Settlement. (Mot.) In support of their Motion, Plaintiffs filed the declaration of Marjorie Menza ("Menza Decl.," Dkt. No. 537-1), the Class Action Settlement Agreement for General Causation Issue Class ("Agreement," Dkt. No. 537-2), the proposed short-form class notice ("Short Form Notice," Dkt. No. 537-3), the proposed long-form class notice ("Long Form Notice," Dkt. No. 537-4), and a proposed order (Dkt. No. 537-5).

II. LEGAL STANDARD

The claims, issues, or defenses of a certified class may only be settled with the court's approval. See Fed. R. Civ. P. 23(e). "At the preliminary approval stage, the court evaluates the terms of the settlement to determine whether they are within a range of possible judicial approval." Spann v. J.C. Penny Corp., 314 F.R.D. 312, 319 (C.D. Cal. 2016). At this stage, "a full fairness hearing is unnecessary" because the court must hold a hearing before granting final approval of the settlement. Grady v. RCM Techs. Inc., 671 F. Supp. 3d 1065, 1072 (C.D. Cal. 2023). Rather, the court need only decide whether the settlement is potentially fair. Acosta v. Trans Union, LLC, 243 F.R.D. 377, 386 (C.D. Cal. 2007). Preliminary approval of a settlement agreement is within the district court's discretion, but the court must ensure the settlement is not a product of collusion among the negotiating parties. Officers for Just. v. Civ. Serv. Comm'n of S.F., 688 F.2d 615, 625 (9th Cir. 1982); In re Bluetooth Headset Prods. Liab. Litig., 654 F.3d 935, 946 (9th Cir. 2011).

III. TERMS OF PROPOSED SETTLEMENT AGREEMENT

The proposed class settlement provides declaratory relief to "General Causation Issue Class Members" regarding what symptoms may be caused by exposure to HDQ Neutral under certain conditions and at sufficient exposure levels. (Agreement at 6.) "General Causation Issue Class Members" includes "persons who were detained at the Adelanto ICE Processing Center between March 11, 2020 through September 30, 2020 and who were exposed to HDQ Neutral during that time."[1] (Id. at 2.) In the proposed Settlement Agreement, the parties stipulate a declaration that:

> [E]xposure to HDQ Neutral, under certain conditions and at sufficient exposure levels, may, but will not necessarily, cause the following symptoms:
> - Skin contact: pain, redness, blistering, chemical burn
> - Eye contact: pain, redness, swelling of the conjunctiva, tissue damage, permanent damage.
> - Inhalation: nasal discomfort, coughing, irritation or damage to the mucous membranes of the respiratory tract
> - Ingestion: Pain, nausea, vomiting, or diarrhea. Damage or chemical burns to the mouth, throat and stomach

(Id.) The Agreement specifies:

> This declaration may only be used by General Causation Issue Class Members pursuing claims related to the use of HDQ Neutral at Adelanto during the Class Period, solely to establish general causation and for no other purpose. This Stipulation will constitute precedent and be admissible for any proceeding initiated by a General Causation Issue Class member pursuing such claims, but only with respect to the issue of general causation.

(Id. at 6.)

//
//
//

[1] The Court notes that the "General Causation Issue Class," as defined in the parties' Settlement Agreement, differs slightly from the Certified Class. The Court certified a class of "[a]ll persons who were detained at Adelanto Detention Center between February 2020 through November 1, 2020 that were exposed to HDQ Neutral" as to the issue of general causation. (Dkt. No. 365.) The class as defined in the settlement agreement only narrows the timeframe of members' detention at Adelanto Detention Center and specifies that class members must have had exposure to HDQ Neutral during that time. (See Agreement at 2.) The Court finds that this narrowing of the class definition does not change the Court's finding for certification of the general issue class.

IV. DISCUSSION

A. Preliminary Approval of the Settlement Agreement

Rule 23 requires a district court to approve a class action settlement only if it finds the settlement "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). In making this determination, a district court considers whether: (1) the class representatives and class counsel have adequately represented the class; (2) the proposal was negotiated at arm's length; (3) the relief provided for the class is adequate; and (4) the proposal treats class members equitably. Id.

1. Adequate Class Representation

The Court finds Plaintiffs and Class Counsel adequately represented the class. The Court found Class Counsel and Plaintiffs were adequate representatives for purposes of class certification, based on Plaintiffs' declarations indicating they will prosecute the action vigorously and Class Counsel's qualifications and experience with class actions. (Dkt. No. 365 at 10.) The Court now finds that Counsel and Plaintiffs adequately represented the class in reaching the instant Settlement Agreement. See, e.g., Kidd v. Noem, 2025 WL 1330082, at *5 (C.D. Cal. May 5, 2025) (finding adequate representation in preliminary approval of settlement where court previously found adequate representation for purposes of class certification); In re Snap Inc. Sec. Litig., 2021 WL 667590, at *1 (C.D. Cal. Feb. 18, 2021) (finding adequate representation where court had previously appointed class representatives and class counsel and both had "prosecuted the case with diligence and success").

Class Counsel has rigorously prosecuted the case and engaged in robust discovery spanning over 110,000 documents, over 50 depositions, over 100 pre-trial filings, expert testimony, and other pretrial filings. (Menza Decl. ¶¶ 2–3.) Likewise, Plaintiffs as class representatives devoted significant time and effort to the case, collectively responding to 287 interrogatories, 500 requests for production, and 1,015 requests for admission. (Id. ¶ 2.) Each Plaintiff sat for a full-day deposition, prepared to testify at both phases of trial despite the personal risks, and completed in-person independent medical examinations by Defendants' medical expert. (Id.) The Court commends them for their work and finds they adequately represented the General Causation Issue Class.

2. Negotiated at Arm's Length

The Court finds that the parties negotiated the proposed Settlement Agreement at arm's length. A court may preliminarily approve a proposed settlement that "appears to be the product of serious, informed, non-collusive negotiations, [and] has no obvious deficiencies." In re Tableware Antitrust Litig., 484 F. Supp. 2d 1078, 1079 (N.D. Cal. 2007). Here, the parties reached the Settlement Agreement after three years of litigation and several months of negotiations overseen by Magistrate Judge Shashi Kewalramani after he retired from the bench. (See Agreement § II.B.) Judge Kewalramani (Ret.) had just finished presiding over discovery in this action and was very familiar with the facts at issue when he began overseeing the parties'

negotiations. (Id.) The Court finds that the Settlement Agreement appears to have been informed by several years of discovery and litigation and resulted from the parties' serious, non-collusive negotiations overseen by a retired judge familiar with the case.

3. Adequate Relief for the Class

The Court finds that the proposed Settlement Agreement provides adequate relief to the General Causation Issue Class. To determine whether relief provided for the class is adequate, courts consider: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class; (iii) the terms of any proposed award of attorney's fees; and (iv) any agreement made in connection with the proposal. Fed. R. Civ. P. 23(e)(2)(C). Here, the Settlement Agreement offers the class members declaratory relief that could have been obtained at trial and does not preclude them from litigation for further relief, including future damages actions on an individual basis. The Court declined to certify a damages class and only certified an issue class to resolve general causation, so the only potential class-wide relief that could have been awarded was declaratory relief.

The Settlement avoids the risks Plaintiffs would face if they continued to litigate the general causation issue. In the first phase of trial, Plaintiffs would need to litigate the applicability of the delayed discovery rule to Defendants' statute of limitations defenses. (Mot. at 15.) Then, in the second phase of trial, they would have to prove general causation, which "would involve a battle of the experts on complex and hotly contested issues of toxicology and environmental science." (Id. at 16.) Continued litigation of the general causation issue also risks appeal, class decertification, extensive delays, and costs. (Id. at 17.) Considering these risks, the Court finds that the Settlement is adequate.

The Settlement Agreement offers only declaratory relief and does not provide for any attorneys' fees, so the Court has no concerns regarding the effectiveness of distributing relief to the class or the terms of any proposed award of attorneys' fees.

Because the Court only certified a general causation issue class, the parties negotiated "two separate settlement agreements: the class-wide settlement which consisted of declaratory relief resolving general causation only and a separate agreement, including monetary relief, to resolve the entirety of Plaintiffs' individual claims, which includes full waivers of the Plaintiffs' claims, including for damages." (Mot. at 18–19; Menza Decl. ¶¶ 7, 11.) While the Court must consider the terms of any agreement "made in connection with" the proposed Settlement Agreement, the Court finds that here, the settlement of Plaintiffs' individual claims did not affect the terms of the class-wide Settlement Agreement concerning the narrow issue of general causation and providing only declaratory relief. Indeed, any individual settlement agreement made by Plaintiffs does not waive or release any issue, claim, or relief for the General Causation Issue Class Members. (Menza Decl. ¶ 11.)

For the reasons above, the Court concludes that the proposed Class Settlement provides adequate relief to the class.

4. Equitable Treatment of Class Members

The Court finds that the proposed Settlement provides equitable treatment of the General Causation Issue Class Members. A court may preliminarily approve a settlement if "the proposed settlement . . . does not improperly grant preferential treatment to class representatives or segments of the class." In re Tableware Antitrust Litig., 484 F. Supp. 2d at 1079. Here, the declaratory relief provided through the Settlement Agreement applies equally to all class members. (See Agreement at 7.) As the Settlement Agreement makes no distinction among class members, the Court finds it treats all class members equitably.

B. Sufficiency of Notice

As Plaintiffs have shown that the Court will likely be able to approve the Settlement Agreement under Rule 23(e)(2), the Court evaluates whether the parties' proposed notice plan will reasonably notify all class members bound by the Settlement Agreement. See Fed. R. Civ. P. 23(e)(1)(B). "To evaluate a class settlement notice, the Court must analyze the notice type and the notice content." Kidd v. Noem, 2025 WL 1330082, at *7 (C.D. Cal. May 5, 2025).

1. Type of Notice

The Settlement Agreement sets forth a multi-pronged notice plan. First, a Notice Administrator[2] will mail the Short Form Notice in Spanish and English to all class members using the last known address as provided by Immigration and Customs Enforcement ("ICE") to GEO and as conformed to the National Change of Address ("NCOA") database with one round of skip-tracing on all notices returned as undeliverable. (Agreement at 9.) Second, GEO will post the Long Form Notice in all housing units at Adelanto until the time of the Court's final approval hearing of the issue class settlement. (Id.) Third, Plaintiffs' Counsel will publish a webpage where the class notice, along with the Settlement Agreement and the Court's order preliminarily approving the Settlement, will be available for thirty days in English, Spanish, Mandarin, French, and Hindi. (Id.) The Court finds the manner of notice reasonable for class members.

2. Content of Notice

The Court finds the content of the parties' proposed class notice sufficient. Plaintiffs provide two notice documents for the Court's review. First, Plaintiffs present a Short Form Notice, a one-page notice document that explains that the class settlement provides declaratory relief as to general causation, that class members are not precluded from asserting claims for symptoms or injuries not covered in the declaratory relief, and that there are no class-wide damages. (See Short Form Notice.) The Short Form Notice also instructs class members wishing to object to the Settlement Agreement to mail their written objections, postmarked by the last day of the thirty-day notice period. (Id.) Second, Plaintiffs submit a Long Form Notice,

[2] Plaintiffs propose American Legal Claim Services, LLC to serve as Notice Administrator. (Mot. at 21.)

which is a packet of information including explanations of the instant action, the declaratory relief provided by the settlement, steps class members can take to object to the settlement, and key resources available to class members. (See Long Form Notice.) The Court finds that these notices adequately explain the terms of the Settlement Agreement, inform class members of their rights, and provide instructions for opposing class members to object to the proposed Settlement Agreement. Accordingly, the Court approves the proposed notice forms[3] and notice plan outlined in the Settlement Agreement.

V. CONCLUSION

For the foregoing reasons, the Court **GRANTS** Plaintiff's Motion for Preliminary Approval. (Dkt. No. 537.) The Court **ORDERS** as follows:

1. The proposed Settlement Agreement is preliminarily approved as potentially fair, reasonable, and adequate for members of the General Causation Issue Class, defined as "[a]ll persons who were detained at the Adelanto ICE Processing Center between March 11, 2020 through September 30, 2020 that were exposed to HDQ Neutral during that time."

2. The Short Form Notice and Long Form Notice are approved. The Court directs the parties to, where indicated in the proposed notice forms, add accurate details of the settlement website URL, the phone number class members can call for assistance, the date and time of the final approval hearing, and the date by which objections should be postmarked before distributing the notice forms.

3. The Court directs the parties to mail the Short Form Notice in English and Spanish by first-class mail to the General Causation Issue Class Members no later than seven (7) days following the date on this Order. The Court further directs the parties to conduct one round of skip-tracing for any returned Short Form Notice.

4. The Court directs Defendant GEO to post the Long Form Notice in English, Spanish, Mandarin, French, and Hindi in all housing units at Adelanto ICE Processing Center no later than fourteen (14) days following the date on this Order and to keep the Long Form Notice posted until the time of the Final Approval Hearing.

5. The Court directs Plaintiffs' counsel to make available no later than seven (7) days following the date of this Order a webpage where the Notice Forms, Settlement Agreement, and this Order will be available. The Notice Forms shall be available on the website in English, Spanish, Mandarin, French, and Hindi.

[3] The Court notes that Class Counsel will add details including the website URL, phone number that class members can call for assistance, date and time of the final approval hearing, and the date by which objections should be postmarked to the Short Form Notice and Long Form Notice before distributing them to the class.

6. The parties shall equally bear the costs of all aspects of the Notice Plan.

7. The hearing date for the Final Approval Hearing is hereby set for **Monday, January 4, 2027, at 9:00 a.m.** in Courtroom 1 of the United States District Court for the Central District of California, Eastern Division, located at 3470 12th Street, Riverside, California 92501.

8. The parties shall file any Motion for Final Approval of the Settlement Agreement by **Monday, December 14, 2026**.

9. Class members who wish to object shall do so within the objection period, which shall run for 30 days and commence 7 days after this Order.

   Class members who object must set forth their full name, current address, A-number, and telephone number and that of their counsel, if any. Any objecting class member must state in writing all objections and the reasons for each objection, state any evidence that the objecting class member wishes to introduce in support of the objection(s), state whether the objection applies only to the objector or to the entire class or a specific subset thereof, state whether the objecting class member intends to appear at the Final Approval Hearing either with or without separate counsel, and provide their signature.

   All written objections and supporting papers must be submitted to Class Counsel either by mailing them to or delivering in person to Class Counsel's offices at: Ronduen Litigation c/o Trial Impact Project 523 West 6th Street, Suite 450, Los Angeles, CA 90014, and must contain the case name and number (Ronduen v. The GEO Group, Inc. et al., Case No. 23-cv-00481-JGB). Objections delivered in person must be delivered by the last day objections may be filed. Objections filed by mail must be postmarked no later than the final day objections may be filed. General Causation Issue Class Members who fail to file timely written objections in the manner specified above shall be deemed to have waived all objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement.

10. Upon receipt of timely objections, Class Counsel will file the objection with the Court. At least fourteen (14) days following the close of the objection period, GEO will file a statement with the Court stating, for each timely objection filed, whether GEO's records reflect that the objector was detained at Adelanto at any time during the class period or whether GEO was unable to make that determination.

IT IS SO ORDERED.