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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

BRIANNA ARREDONDO, on behalf
of herself and all others similarly
situated,

Plaintiffs,

v.

THE UNIVERSITY OF LA VERNE,

Defendant.

Case No. 2:20-cv-07665-MCS-RAO

**ORDER PRELIMINARILY
APPROVING CLASS SETTLEMENT
AND AUTHORIZING CLASS
NOTICE**

The parties jointly moved for an order preliminarily approving class settlement and authorizing class notice. (Mot., ECF No. 170.) The Court heard oral argument on December 12, 2022.

I. BACKGROUND

This case arises from the University of La Verne’s (“ULV”) decision to transition from in-person instruction to an online learning environment during the initial outbreak of the COVID-19 pandemic during the Spring 2020 semester. (Mot. 1.) Plaintiff contends that ULV breached its contract with students when it failed to provide in-person instruction. (*Id.*) ULV defended the action, arguing that no contract of in-person or on-campus educational services existed. (*Id.*) The Court certified a class of “[a]ll

1 University of La Verne undergraduate students, excluding students in the Campus
2 Accelerated Program for Adults, who paid tuition and/or the Mandatory Fees at La
3 Verne’s Main/Central campus location during the Spring 2020 term/semester.” (Order
4 Re: Cross-Mots. for Summ. J. 15, ECF No. 163.)

5 After more than two years of litigation, the parties reached a preliminary
6 settlement. The settlement includes a cash Settlement Fund of \$2,000,000 which will
7 be used to pay students a *pro rata* share of the tuition and fees Class Members paid for
8 the Spring 2020 semester. (Mot. 2; Settlement Agreement § 1.17, ECF No. 170-2.) The
9 agreement also provides non-cash benefits allowing all participating Class Members to
10 access ULV’s Career Center and Academic Success Center and obtain a 10% tuition
11 discount for all graduate-level education at ULV. (Mot. 2; Settlement Agreement
12 § 1.20.)

13 The parties also contend that \$6,348,847 of increased financial aid was awarded
14 to 97% of all traditional undergraduate students in the Fall of 2020 as “a direct result of
15 this Action” and should be included in the total value of the settlement. (Mot. 8.) The
16 Court grants preliminary approval irrespective of whether the financial aid
17 disbursement is formally counted as part of the settlement. Regardless of the
18 motivation, the Court reiterates that ULV’s decision to place over \$6.3 million directly
19 in the hands of students so quickly is truly commendable and should serve as an example
20 to other universities.

21 **II. LEGAL STANDARD**

22 At the preliminary approval stage, “courts must peruse the proposed compromise
23 to ratify both the propriety of the certification and the fairness of the settlement.” *Staton*
24 *v. Boeing Co.*, 327 F.3d 938, 952 (9th Cir. 2003).

25 As to fairness, Federal Rule of Civil Procedure 23(e) provides that “[t]he claims,
26 issues, or defenses of a certified class—or a class proposed to be certified for purposes
27 of settlement—may be settled, voluntarily dismissed, or compromised only with the
28 court’s approval.” “[S]trong judicial policy . . . favors settlements, particularly where

1 complex class action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955
2 F.2d 1268, 1276 (9th Cir. 1992). “The purpose of Rule 23(e) is to protect the unnamed
3 members of the class from unjust or unfair settlements affecting their rights.”
4 *Pilkington v. Cardinal Health, Inc. (In re Syncor ERISA Litig.)*, 516 F.3d 1095, 1100
5 (9th Cir. 2008). Review of the settlement is “extremely limited,” and courts should
6 examine “the settlement taken as a whole, rather than the individual component
7 parts, . . . for overall fairness.” *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1026 (9th
8 Cir. 1998).

9 At the preliminary approval stage, courts in this circuit consider whether the
10 settlement: “(1) appears to be the product of serious, informed, non-collusive
11 negotiations; (2) has no obvious deficiencies; (3) does not improperly grant preferential
12 treatment to class representatives or segments of the class; and (4) falls within the range
13 of possible approval.” *Spann v. J.C. Penney Corp.*, 314 F.R.D. 312, 319 (C.D. Cal.
14 2016) (internal quotation marks omitted). Further, “[t]he court must direct notice in a
15 reasonable manner to all class members who would be bound by the proposal.” Fed. R.
16 Civ. P. 23(e)(1)(B).

17 **III. ANALYSIS**

18 The settlement class is nearly coextensive with the class the Court previously
19 certified, but it appends appropriate, customary exclusions not expressly made in prior
20 orders. (Settlement Agreement § 1.34; *see* Order Granting Class Certification 11, ECF
21 No. 117; Order Re: Cross-Mots. for Summ. J. 15.) For the same reasons discussed in
22 the Court’s prior orders, the Court determines that the class properly may be certified
23 for settlement purposes. The Court turns to the fairness of the settlement.

24 **A. The Settlement Process**

25 “The Court first considers the means by which the parties reached their
26 settlement.” *Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1334 (N.D. Cal. 2014). Here,
27 the settlement was reached following more than two years of litigation and robust
28 motion practice. The case has seen several rounds of pleadings and dispositive motions.

1 Plaintiff filed her initial Complaint in August 2020. (Compl., ECF No. 1.) In December
2 2020, ULV filed a motion to dismiss, and Plaintiff filed a First Amended Complaint.
3 (First Mot. to Dismiss, ECF No. 33; FAC, ECF No. 34.) Following another motion to
4 dismiss in January 2021, Plaintiff filed a Second Amended Complaint in February 2021.
5 (Second Mot. to Dismiss, ECF No. 37; SAC, ECF No. 44.) ULV again moved to
6 dismiss the operative SAC in March 2021. (Third Mot. to Dismiss, ECF No. 45.) In
7 April 2021, the Court granted ULV’s motion to dismiss the SAC’s claims for unjust
8 enrichment and conversion but allowed the contract claim to proceed. (Order Re: Third
9 Mot. to Dismiss, ECF No. 50.) In April 2022, the parties filed cross-motions for
10 summary judgment. (See Def’s Mot. for Summ. J, ECF No. 138; Pl’s Mot. for Summ.
11 J., ECF No. 143.)

12 Class certification also was strongly contested. In November 2021, Plaintiff
13 moved for class certification, which was subject to a number of Defendant’s substantive
14 and procedural objections. (*See, e.g.*, Mot. for Class Certification, ECF No. 70; Opp’n
15 to Mot. for Class Certification, ECF No. 86.) The Court granted class certification and
16 defined the Class as “[a]ll University of La Verne undergraduate students who paid
17 tuition and/or the Mandatory Fees at La Verne’s Main/Central campus location during
18 the Spring 2020 term/semester.” (Order Granting Class Certification 11.) On August
19 2, 2022, in response to ULV’s motion to decertify the Class, the Court amended the
20 Class definition to “[a]ll University of La Verne undergraduate students, excluding
21 students in the Campus Accelerated Program for Adults, who paid tuition and/or the
22 Mandatory Fees at La Verne’s Main/Central campus location during the Spring 2020
23 term/semester.” (Order Re: Cross-Mots. For Summ. J. 15.)

24 The parties engaged in two mediation sessions “on August 10, 2021 and March
25 14, 2022” facilitated by ADR Services, Inc. (Sultzer Decl. ¶ 12, ECF No. 170-1.) These
26 “private mediation sessions provided a foundation for the settlement.” (Mot. 15 (citing
27 Sultzer Decl. ¶¶ 12, 14).)

1 Based on the lengthy record, “the proposed settlement appears to be the product
2 of serious, informed, non-collusive negotiations.” *Haralson v. U.S. Aviation Servs.*
3 *Corp.*, 383 F. Supp. 3d 959, 966 (N.D. Cal. 2019) (internal quotation marks omitted).
4 The parties negotiated this settlement after more than two years of intensive litigation
5 and factual discovery. The proposed settlement itself appears to be the product of arm’s
6 length bargaining, facilitated by a disinterested mediator, who could rely on a robust
7 record developed over the course of numerous motions. Consequently, the nature of
8 the settlement process weighs in favor of granting preliminary approval of the proposed
9 settlement.

10 **B. No Obvious Deficiencies or Preferential Treatment**

11 Subject to concerns outlined below, the Court sees no obvious deficiencies in the
12 settlement nor a likelihood that any Class Member will receive preferential treatment.
13 The Settlement Agreement includes financial and nonmonetary provisions available to
14 all Class Members. The Settlement Agreement establishes a cash Settlement Fund
15 totaling “\$863,708.00, after payment of Attorneys’ Fees and Costs, Service Awards,
16 and costs of the Settlement Claims Administrator.” (Settlement Agreement § 3.8.2.)
17 These funds will be used to pay Class Members “a *pro rata* share of the tuition and fees
18 they paid for the Spring 2020 semester.” (Mot. 1.) Additionally, all Class Members
19 will be entitled to access ULV’s “Career Center and its services and to [ULV’s]
20 Academic Success Center and its services, so long as such facilities and services are
21 operational and available to La Verne students.” (Settlement Agreement § 1.20.)
22 Finally, all Class Members are entitled to a “a 10% tuition discount” should they
23 continue their education in one of ULV’s graduate programs. (*Id.*)

24 The Court expresses some concern over Class Counsel’s anticipated motion for
25 fees and costs for “no more than \$1,100,000,” which figure represents more than half
26 of the monetary portion of the settlement. (Mot. 9; *see* Settlement Agreement §§ 1.17,
27 3.6.1.) The Court observes that the benchmark for a reasonable fee award in the Ninth
28 Circuit is typically 25% of a settlement fund. *Jones v. GN Netcom, Inc. (In re Bluetooth*

1 *Headset Prods. Liab. Litig.*), 654 F.3d 935, 942 (9th Cir. 2011). Notwithstanding, the
2 Court acknowledges that the total value of the settlement here likely exceeds its
3 monetary portion significantly. Issues pertaining to the fee award can be adjudicated
4 upon the anticipated motion, and the Court’s concerns do not impede preliminary
5 approval of the settlement.

6 The Settlement Agreement authorizes a \$5,000 service award for the named
7 plaintiff and a \$1,500 service award for three other individual plaintiffs who provided
8 declarations and sat for deposition. (Settlement Agreement §§ 3.7.1–2.) These awards,
9 should they be granted final approval, do not render the settlement unfair. The Ninth
10 Circuit has recognized service awards are “fairly typical” in class action cases.
11 *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). Additionally, these
12 payments do not appear to be excessive given “the number of named plaintiffs receiving
13 incentive payments, the proportion of the payments relative to the settlement amount,
14 and the size of each payment.” *Staton*, 327 F.3d at 977.

15 The lack of obvious deficiencies and equal treatment for all Class Members
16 weigh in favor of granting preliminary approval of the proposed settlement.

17 **C. The Settlement Falls within the Range of Possible Approval**

18 To determine whether a class action settlement falls within the range of possible
19 approval, a court “must consider plaintiffs’ expected recovery balanced against the
20 value of the settlement offer.” *Spann*, 314 F.R.D. at 319. (internal quotation marks
21 omitted). At the same time, “it is well-settled law that a proposed settlement may be
22 acceptable even though it amounts to only a fraction of the potential recovery that might
23 be available to the class members at trial.” *Nat’l Rural Telecomms. Coop. v. DIRECTV,*
24 *Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004). As part of this evaluation,

25 the Court may preview the factors that ultimately inform final
26 approval: [1] the strength of plaintiff’s case; [2] the risk,
27 expense, complexity, and likely duration of further litigation;
28 [3] the risk of maintaining class action status throughout the

1 trial; [4] the amount offered in settlement; [5] the extent of
2 discovery completed, and the stage of the proceedings; [6] the
3 experience and views of counsel; [7] the presence of a
4 governmental participant; and [8] the reaction of the class
5 members to the proposed settlement.

6 *Genji*, 14 F. Supp. 3d at 1335 (internal quotation marks omitted).

7 1. The Strength of Plaintiff’s Case and Risk of Further Litigation

8 Plaintiff’s claims have survived multiple motions to dismiss and a motion for
9 summary judgment. Given these claims have made it through the crucible of pretrial
10 motion practice, the Court has every reason to believe they could succeed on the merits
11 at trial. At the same time, the scope of Plaintiff’s recovery was narrowed by this Court’s
12 ruling on the cross–motions for summary judgment. (*See generally* Order Re: Cross-
13 Mots. for Summ. J.) Further, damages awards cannot always be predicted with great
14 accuracy, meaning any potential recovery is inherently speculative. As a result, the
15 Court concludes the parties have proposed a reasonable settlement given the strength of
16 Plaintiff’s case and risks of further litigation.

17 2. Stage of Litigation and Extent of Discovery

18 As the parties make clear in their motion, this suit is mature. In addition to the
19 motions discussed above, the parties engaged in “extensive written discovery plus
20 numerous depositions.” (Mot. 22 (citing Sultzer Decl. ¶ 8).) ULV has “produced
21 approximately 5,900 pages of documents,” and Plaintiff produced “approximately
22 3,350 pages of documents.” (*Id.*) The Court concludes that the parties have
23 “exhaustively examined the factual and legal bases of the disputed claims” and that this
24 “militates in favor of the Court’s approval of the settlement.” *DIRECTV, Inc.*, 221
25 F.R.D. at 527.

26 3. The Amount Offered in Settlement

27 The Settlement Agreement offers monetary and nonmonetary benefits to all
28 participating Class Members. At the hearing, counsel stated that approximately 2,000

1 Class Members will be covered by the proposed settlement. Even if the \$6.3 million in
2 increased financial aid is not included as part of the settlement, Class Members will
3 receive a *pro rata* share of the \$863,708 Net Settlement Fund, resulting in an average
4 share of \$430 per member *after* fees and costs.¹

5 This figure is in line with other COVID-19 tuition-related class action
6 settlements. *See, e.g., Rosado v. Barry Univ., Inc.*, No. 20-21813-CIV-MARTINEZ-
7 OTAZO-REYES, 2021 U.S. Dist. LEXIS 169196, at *7, 9, 22–23 (S.D. Fla. Sept. 7,
8 2021) (granting final approval of \$2,400,000 settlement fund before costs and fees for
9 class of 6,076 students); *Wright v. S. N.H. Univ.*, 565 F. Supp. 3d 193, 202, 206 (D.N.H.
10 2021) (granting preliminary approval of \$1,250,000 settlement fund before costs and
11 fees for class of over 2,800 students). Further, the settlement also guarantees access to
12 ULV’s Career Center and Academic Success Center so long as these services remain
13 available to ULV students. (Settlement Agreement § 1.20.) The parties estimate these
14 services are valued at approximately \$546,912. (*Id.* § 3.3.4.) Finally, all Class
15 Members will be entitled to a 10% tuition discount for all graduate education at ULV.
16 (*Id.* § 1.20.)

17 The Court concludes these factors counsel granting preliminary approval of the
18 settlement.

19 4. The Experience and Views of Counsel

20 The settlement agreement represents the manifest judgment of counsel on both
21 sides of this dispute. “Parties represented by competent counsel are better positioned
22 than courts to produce a settlement that fairly reflects each party’s expected outcome in
23 litigation.” *In re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir. 1995). At this
24 point, the Court sees no evidence of any “conflict of interest,” or that that the settlement
25

26
27 ¹ The Court assumes for the purpose of the analysis that Class Counsel’s motion for fees
28 and costs will be granted in full and that the Net Settlement Fund will align with the
parties’ estimate.

1 was the “product of fraud or overreaching by, or collusion among, the negotiating
2 parties.” *Id.* (internal quotation marks omitted). As a result, this factor weighs in favor
3 of granting preliminary approval.

4 5. The Risk of Maintaining Class Action Status Throughout the Trial

5 Plaintiffs faced a risk of losing class status given “[a] district court may decertify
6 a class at any time.” *Rodriguez*, 563 F.3d at 966. The parties vigorously contested class
7 certification. (*See e.g.*, Mot. to Certify Class, ECF No. 70; Opp’n to Class Cert, ECF
8 No. 86). As a result, Plaintiff would need to consider the ongoing risk of losing class
9 certification status if the Settlement had not been reached. Therefore, this factor weighs
10 in favor of granting preliminary approval.

11 6. Remaining Factors

12 The remaining factors are not applicable to the analysis at this stage in the
13 proceedings. There is no governmental participant in this lawsuit and the reaction of
14 the Class Members to the proposed settlement cannot yet be ascertained. Consequently,
15 neither of these factors counsel against granting preliminary approval.

16 ***

17 Based on the analysis above, the settlement appears to have been “the product of
18 serious, informed, non-collusive negotiations.” *Haralson*, 383 F. Supp. 3d at 966. The
19 Court does not see any “obvious deficiencies,” nor does the settlement appear to
20 “improperly grant preferential treatment to class representatives or segments of the
21 class.” *Id.* Finally, an analysis of the factors required for final approval shows the
22 settlement “falls within the range of possible approval.” *Id.* The Court determines that
23 the proposed settlement is fair and reasonable enough for preliminary approval.

24 **D. Adequate Notice**

25 For a Rule 23(b)(3) class, “the court must direct to class members the best notice
26 that is practicable under the circumstances, including individual notice to all members
27 who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). “The
28 yardstick against which we measure the sufficiency of notices in class action

1 proceedings is one of reasonableness.” *Low v. Trump Univ., LLC*, 881 F.3d 1111, 1117
2 (9th Cir. 2018) (quoting *In re Bank of Am. Corp.*, 772 F.3d 125, 132 (2d Cir. 2014)).
3 “Notice is satisfactory if it generally describes the terms of the settlement in sufficient
4 detail to alert those with adverse viewpoints to investigate and to come forward and be
5 heard.” *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004) (internal
6 quotation marks omitted). Notice “does not require detailed analysis of the statutes or
7 causes of action forming the basis for the plaintiff class’s claims, and it does not require
8 an estimate of the potential value of those claims.” *Lane v. Facebook, Inc.*, 696 F.3d
9 811, 826 (9th Cir. 2012).

10 Here, the Court agrees with the parties’ characterization of the proposed notice.
11 It “informs Class Members of the substantive terms of the Settlement” and “advises
12 Class Members of their options for opting out of or objecting to the Settlement, and how
13 to obtain additional information.” (Mot. 24; *see also* Settlement Agreement Ex. B.)
14 Additionally, the class notice is written in plain English and uses nontechnical terms.
15 (*See* Settlement Agreement Ex. B.)

16 The parties’ proposed notice plan seems calculated to maximize Class Members’
17 awareness of the settlement. Defendant will provide the Settlement Administrator with
18 a list containing the names and last known addresses, email addresses, and telephone
19 numbers for each Class Member. (Settlement Agreement §§ 1.5, 2.3.1.) The Settlement
20 Administrator will then send, by email or regular mail, a copy of the notice to all Class
21 Members. (*Id.* § 2.3.2.) The Settlement Administrator will also establish a website with
22 additional information regarding the Settlement. (*Id.* § 2.3.5.)

23 The Court finds that the proposed notice procedure provides all the information
24 required by Rule 23(c)(2)(B), constitutes the best practicable notice to class members,
25 and comports with the requirements of due process.

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1 **IV. CONCLUSION**

2 Having considered all matters submitted to it including the complete record of
3 the Litigation, the Court grants preliminary approval of the Settlement and hereby finds
4 and concludes as follows:

5 1. This Order incorporates by reference the definitions in the Settlement
6 Agreement dated November 14, 2022.

7 2. The capitalized terms used in this section of the Order shall have the same
8 meaning as defined in the Settlement Agreement except as otherwise expressly
9 provided.

10 3. The Court has subject-matter jurisdiction over the Litigation pursuant to 28
11 U.S.C. §§ 1332 and 1367 and personal jurisdiction over the Parties before it. Venue is
12 proper in this District pursuant to 28 U.S.C. § 1391.

13 4. The Court preliminarily approves the Settlement Agreement as within the
14 range of possible final approval, and as meriting submission to the Settlement Class for
15 its consideration.

16 5. The Court also preliminarily finds that the plan for distribution of the
17 Settlement Fund, as set forth in the Settlement, is fair and equitable, subject to issues
18 raised by any Class Members after Notice is conducted.

19 6. The Court also confirms its ruling appointing Brianna Arredondo as Class
20 Representative and the law firms of The Sultzer Law Group, P.C., Leeds Brown Law
21 P.C., Shoop Law APLC, and Charon Law as Class Counsel and certifying the class that
22 is aligned with the Settlement Class. (Order Granting Mot. For Class Certification, ECF
23 No. 117.)

24 7. In consultation with, and with the approval of, Defendant, Class Counsel is
25 hereby authorized to establish the means necessary to administer the proposed
26 Settlement and implement the Claim process, in accordance with the terms of the
27 Settlement Agreement. CPT Group is hereby appointed by the Court as the Claim
28 Administrator, whose reasonable fees and costs are to be paid from the New Cash

1 Settlement Fund in accordance with the Settlement Agreement. The Claim
2 Administrator shall perform and comply with all notice and administration duties
3 ascribed to it in the Settlement Agreement, this Preliminary Approval Order, and
4 subsequent orders that may be entered by this Court in this case.

5 8. The Court approves, as to form and content, the Election Form and Notice,
6 attached as Exhibits to the Settlement Agreement. The Election Form and Notice are
7 written in plain English, are easy to comprehend, and fully comply with the
8 requirements of the Due Process Clause of the United States Constitution, Rule 23 of
9 the Rules of Civil Procedure, and any other applicable law. The Parties shall have
10 discretion to jointly make non-material minor revisions to the Election Form or Notice.
11 Responsibility regarding settlement administration, including, but not limited to, notice
12 and related procedures, shall be performed by the Claim Administrator, subject to the
13 oversight of the Parties and this Court as described in the Settlement Agreement.

14 9. The Court finds that Notice and Election Process is reasonably calculated to
15 provide notice to the Settlement Class of the pendency of the Litigation, certification of
16 the Settlement Class, the terms of the Settlement Agreement, and applicable deadlines,
17 complies fully with the requirements of the Due Process Clause of the United States
18 Constitution, Rule 23 of the Rules of Civil Procedure, and any other applicable law, and
19 is the best notice practicable under the circumstances and shall constitute due and
20 sufficient notice to all persons entitled thereto. The Parties and the Claim Administrator
21 shall comply with the Notice and Election Process and other deadlines as set forth in
22 the Settlement Agreement and this Order.

23 10. The Settlement Claims Administrator shall implement the Notice and Election
24 Form process, as set forth below and in the Settlement, using the forms of Notice and
25 Election Form appended as Exhibits to the Settlement Agreement and approved by this
26 Order.

27 11. No later than fourteen (14) days after entry of this Order, Defendant shall
28 provide Class Counsel and the Settlement Claims Administrator the names of any Class

1 Members that can be identified through Defendant's records, any available physical
2 mailing addresses and/or e-mail address for such Class Members, plus the information
3 outlined in the Settlement Agreement.

4 12. Within fourteen (14) days after receipt of the Class List, or as otherwise
5 ordered by the Court, the Settlement Claims Administrator shall (i) email a copy of the
6 Notice and Election Form to all Class Members for whom the Settlement Claims
7 Administrator has a valid email address, and (ii) mail a copy of the Notice and Election
8 Form to all Class Members not presently enrolled at La Verne for whom the Settlement
9 Claims Administrator does not have a valid email address through regular U.S. Mail to
10 such students' mailing address as listed in La Verne's records.

11 13. If a Notice is returned as undeliverable via email, then the Settlement Claims
12 Administrator shall take all reasonable steps to obtain a mailing address, including
13 performing a skip trace, and shall email the Notice to any other email address obtained
14 or mail Notice to any physical address. If a Notice is returned as undeliverable via mail,
15 then the Settlement Claims Administrator shall take all reasonable steps to obtain a
16 mailing address, including requesting such information from Defendant, performing a
17 skip trace, and/or re-mailing the Notice to any address. The Settlement Claims
18 Administrator shall also mail a Notice and Election Form to any Class Member who
19 requests them after the initial emailing of Notice and before the Notice Response
20 Deadline. The Settlement Claims Administrator will notify Class Counsel and
21 Defendant's Counsel of any Notices and Election Forms returned as undeliverable after
22 the first mailing, including those returned as undeliverable after any subsequent
23 mailing. All costs of locating Class Members will be paid from the Qualified Settlement
24 Fund. To assist in obtaining a more accurate email or physical address for any Class
25 Member, Class Counsel may provide such to the Settlement Claims Administrator to be
26 used for the purposes of mailing of Notice.

27 14. Additionally pursuant to the terms of the Settlement Agreement, Notice and
28 Election Form shall be provided on a website at an available settlement URL to be

1 agreed upon by the Parties, which shall be obtained, administered, and maintained by
2 the Settlement Claims Administrator. Copies of the Settlement Agreement, Notice, and
3 other pertinent documents and Court filings pertaining to the Settlement shall be
4 provided on the Settlement Website.

5 15. Class Members who wish to opt-out to the proposed Settlement must do so in
6 writing by the Notice Response Deadline. To be considered, such statement must
7 submit to the Settlement Claims Administrator via First Class Mail, postage pre-paid,
8 and postmarked by the United States Postal Service or via verification through the
9 Settlement Website on or before the Notice Response Deadline stating:

10 I WISH TO OPT-OUT FROM THE SETTLEMENT CLASS
11 IN THE ARREDONDO V. ULV LAWSUIT. I
12 UNDERSTAND THAT IF I ASK TO OPT-OUT FROM
13 THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY
14 MONEY FROM THE SETTLEMENT OF THIS
15 LAWSUIT.

16 In order to be valid, the Opt-out Statement must include the name, address, telephone
17 number, date of birth, and signature of the Class Member. To be effective, an Opt-out
18 Statement must be sent by mail to the Settlement Claims Administrator at the specified
19 address and must be postmarked by United States Postal Service or via verification
20 through the settlement website on or before the Notice Response Deadline.

21 16. Class Members who wish to present objections to the proposed settlement
22 must do so in writing by the Notice Response Deadline. To be considered, such
23 statement must be mailed to the Settlement Claims Administrator via First Class Mail,
24 postage pre-paid, and postmarked by the United States Postal Service on or before the
25 Notice Response Deadline. The statement must include: (1) the objector's name,
26 address and telephone number; (2) an explanation of the basis upon which the objector
27 claims to be a Settlement Class Member; (3) all grounds for the objection, including all
28 citations to legal authority and evidence supporting the objection; (4) the name and

1 contact information of any and all attorneys representing, advising, or in any way
2 assisting the objector in connection with the preparation or submission of the objection
3 or who may profit from the pursuit of the objection; (5) a statement indicating whether
4 the objector intends to appear at the Final Approval Hearing (either personally or
5 through counsel who files an appearance with the Court in accordance with the Local
6 Rules); (6) copies of any papers, briefs, declarations, affidavits or other documents upon
7 which the objection is based; (7) a detailed list of any other objections submitted by the
8 Settlement Class member, or his/her counsel, to any class actions submitted in any state
9 or federal court in the United States in the previous five years (or affirmatively stating
10 that no such prior objection has been made); and (8) the objector's signature, in addition
11 to the signature of the objector's attorney (if any) - an attorney's signature alone shall
12 not be deemed sufficient to satisfy this requirement. Failure to include any of the
13 information or documentation set forth in this paragraph shall be grounds for overruling
14 and/or striking the objection. The Settlement Claims Administrator will stamp the date
15 received on the original and send copies of each objection, supporting documents, as
16 well as a copy of the Notice mailed to the Objector, to Class Counsel and Defendant's
17 Counsel by email delivery no later than three (3) days after receipt of the objection.

18 17. An Objector may withdraw his or her objections at any time. Any Class
19 Member who has elected to opt-out may not submit objections to the settlement.

20 18. To the extent that the issue raised by the Objector has not been resolved, the
21 Objector or either Party may seek relief from the Court including declaring that the
22 Objector has opted out or that her/his objection has been overruled.

23 19. Any Class Member who does not timely submit an Opt-out Statement
24 pursuant to the Settlement Agreement will be deemed to have accepted the settlement
25 and the terms of the Settlement Agreement, will be bound by the Final Approval Order,
26 and will have any Released Claims released and dismissed with prejudice.

27 20. Class Members are not required to take any affirmative steps to participate in
28 this Action and upon approval, Settlement Checks will be mailed to all Class Members

1 by the dates set forth in the Settlement Agreement or in this Order. However, Class
2 Members shall be given the opportunity via the Election Form to decide upon a
3 reasonably convenient method for them to receive their settlement proceeds among
4 several reasonable options (i.e. mailing of checks, Venmo, PayPal, etc.). Class
5 Members may submit their Election Forms via first class mail, fax, email, or through
6 the website established by the Settlement Claims Administrator for this Settlement, by
7 the Notice Response Deadline. The Notice Response Deadline for Election Forms shall
8 be (i) thirty (30) days from the date of the initial mailing and/or e-mailing of the Notice
9 or as otherwise set by the Court, and (ii) an additional fifteen (15) days later for any
10 Class Members who were unable to file a timely Election Form, due to factors such as
11 change of address, military service, hospitalization, or other extraordinary
12 circumstances. If an envelope does not contain a postmark, it shall be deemed received
13 on the date that the Settlement Claims Administrator stamps the envelope or Election
14 Form as “received.”

15 21. No later than thirty (30) days after the Notice Response Deadline, the
16 Settlement Claims Administrator shall certify jointly to Class Counsel and Defendant’s
17 Counsel: (a) a list of all Class Members, (b) a list of all Objectors, (c) a list of all Class
18 Members who timely submitted an Opt-out Statement, and (d) an estimated calculation
19 of the Settlement Proceeds to Class Members in accordance with the formulas and
20 allocation amounts discussed below.

21 22. All proceedings in the Action are hereby stayed until further Order of the
22 Court, except as may be necessary to implement the terms of the Settlement.

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1 23. Upon entry of this Order, all Class Members will be preliminarily barred and
2 enjoined from asserting, instituting, or prosecuting, directly or indirectly, any Released
3 Claim in any court or other forum against any of the Releasees. Upon entry of a Final
4 Approval Order, all Class Members will be forever barred and enjoined from taking any
5 action in violation of this provision.

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7 **IT IS SO ORDERED.**

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9 Dated: December 21, 2022



MARK C. SCARSI
UNITED STATES DISTRICT JUDGE

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