

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 19 2022

A. Behrmann



MAY 20 2022



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

DEAN PARSONS, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

LA SIERRA UNIVERSITY, a California
Non-Profit Corporation,

Defendant.

Case No.: CVRI2000104

**[PROPOSED] JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 19, 2022
Time: 8:30 a.m.
Dept. S302

1 This matter is before the Court on Plaintiff's unopposed Motion for Order Granting Final
2 Approval of Class Action Settlement and Motion for Approval of Attorneys' Fees and Costs and Class
3 Representative's Enhancement Award. The Motions, having been fully considered by the Court, are ruled
upon as follows:

4 1. The Class Action Settlement Agreement, filed on August 11, 2021 as **Exhibit 1** to the
5 Declaration of Julian Hammond In Support of Plaintiff's Motion for Preliminary Approval of Class
6 Action Settlement, and the Amendment to the Class Action Settlement Agreement, filed on September
7 23, 2021 as **Exhibit 1** to the Supplemental Declaration of Julian Hammond In Support of Plaintiff's
8 Motion for Preliminary Approval of Class Action Settlement (collectively referred to as the Settlement
9 Agreement"), is fully and finally approved and is hereby incorporated by reference and all defined terms
therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

10 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the
11 conditional class certification contained in the Order Granting Preliminary Approval of Class Action
12 Settlement, and thus certifies the following classes for the purposes of this settlement: (a) the "Adjunct
13 Class" defined as adjunct lecturers employed by La Sierra University ("Defendant" or "LSU") in
14 California from November 12, 2016 through November 15, 2021; and (b) the "Reimbursement Class"
15 defined as all of LSU employees in California who worked remotely from March 4, 2020 until November
15, 2021.

16 3. Plaintiff is appointed and designated, for all purposes, as Class Representative, and
17 HammondLaw, P.C., is appointed and designated as counsel for the Class. The Court finds that attorneys
18 for the Class are experienced class action litigators and have expressed the view that the Settlement is
19 fair, reasonable, and adequate, which further supports approval of the Settlement.

20 4. The Court hereby finds that Class Notice has been sent to Class Members as previously
21 ordered by the Court, and that such Notice fairly and adequately described the terms of the proposed
22 Settlement Agreement, the manner in which Class Members could object to or opt-out of the settlement;
23 was the best notice practicable under the circumstances; and complied fully with California Rule of Court
3.769, and all other applicable laws.

24 5. In response to the Notice, the following Class Members requested exclusion from the
25 Reimbursement Class: Kenichiro Aiso, Steven Eric Anderson, Christine Bartholomew, Melissa Brotton,
26 Adam Michael DesJardins, Joy Fehr, Marlene Ferreras, Melissa De La Fuente, Lawrence T. Geraty, Mary
27 Hahn-Young, Raymond Hurst, Christian Johnston, John Jones, Lourdes Morales-Gudmundsson, Cheng
28 Ng, Liza Ngenye, Jill K Rasmussen, Alfredo Takashi Suzuki, and William Wellwood. The following

1 Class Members requested exclusion from the Adjunct Class: John Chen, Dubravka Hajdin, Christian
2 Johnston, Gerard Kiemeney, JoAnne LaFever, Robert Kevan Metcalfe, and Lourdes Morales-
3 Gudmundsson.

4 6. The Court further finds that a full and fair opportunity has been afforded to Class Members
5 to participate in the proceedings convened to determine whether the proposed Settlement Agreement
6 should be given final approval. Accordingly, the Court hereby determines that all Class Members who
7 did not file a timely and proper request to be excluded from the settlement shall be deemed to have
8 released the Released Parties from all Released Claims.

9 7. In response to the Notice, one Class Member, Lisa Goolsby, submitted an Objection Form.
10 The statement in the objection form provides no basis for finding the settlement unfair. Therefore, the
11 Court overrules Ms. Goolsby's objection.

12 8. In response to the Notice, two Adjunct Class Members, Gerard Kiemeney and Steven Eric
13 Anderson, submitted both an Objection Form and Exclusion Form. CPT requested further clarification
14 from these Class Members to confirm their intent and both Class Members confirmed that their objection
15 forms should be disregarded and they wished to be excluded from the settlement. Accordingly, both of
16 these Class Members are excluded from the Settlement and their objections are disregarded.

17 9. The Court hereby finally and unconditionally approves the Settlement Agreement, and
18 enters judgment, and specifically:

19 a. Approves the Gross Settlement of \$578,220
20 b. Approves the application for Class Representative's enhancement award of \$7,500;
21 c. Approves Class Counsels' request for an award of \$192,740, representing 1/3 of
22 the Gross Settlement Amount, as reasonable attorneys' fees;

23 d. Approves Class Counsel's hourly rates as reasonable, and within the range of
24 market rates that attorneys with similar levels of skill, experience and reputation for handling matters of
25 similar complexity; and finds that the fees' request is justified under the lodestar/multiplier analysis.

26 e. Approves Class Counsel's request for reimbursement of litigation costs of
27 \$19,405.94;

28 f. Approves payment to CPT, Inc., the Settlement Administrator, of \$13,500 as costs
of settlement administration; and

g. Approves the allocation of \$15,000 as payment for penalties under the California
Labor Code Private Attorney Generals Act ("PAGA"), and further approves of payment of \$11,250 to
the Labor and Workforce Development Agency for its portion of the PAGA penalties;

1 h. Approves the payment from the Net Settlement of amounts determined by the
2 Settlement Administrator to be due to the Class Members. All envelopes transmitting the settlement
3 checks shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." All
4 settlement check shall be negotiable for 180 days following the date of mailing. CPT shall mail a
5 reminder postcard to all Class Members whose check has not been negotiated within 60 days from the
6 date of mailing. If (i) any of the Class Members are current employees of the Defendant, (ii) the
7 settlement check mailed to those Class Members is returned to CPT as being undeliverable, and (iii) CPT
8 is unable to locate a valid mailing address, CPT shall arrange with the Defendant to have those
9 distributions delivered to the Class Members at their place of employment.

10 i. Approves the Releases contained in the Settlement Agreement.

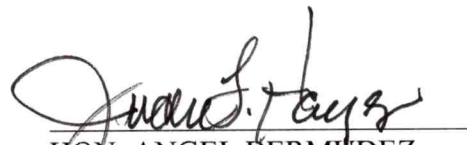
11 10. The Settlement Administrator shall give Notice of Entry of Judgment by promptly posting
12 this Judgment and Order on the Settlement Administrator's website.

13 11. Pursuant to California Code of Civil Procedure § 384, on or before **March 6, 2023**,
14 Plaintiff shall submit a report to the court including total amount paid to the Class, as well as a report
15 about the status of any unresolved issues and any other matters appropriate to bring to the Court's
16 attention. The report shall be in the form of a declaration from the Settlement Administrator and describe
17 (i) the date the checks were mailed, (ii) the total number of checks mailed to class members, (iii) the
18 average amount of those checks, (iv) the number of checks that remain uncashed, (v) the total value of
19 those uncashed checks, (vi) the average amount of the uncashed checks, and (vii) the nature and date of
20 the disposition of those unclaimed funds. Plaintiff shall also submit an amended judgment directing
21 payment of the sum of the uncashed checks to the designated *cy pres* beneficiary. Interdisciplinary Center
22 for Healthy Workplaces, 2199 Addison St, 50 University Hall, Berkeley, CA 94720-7358.

23 12. Pursuant to California Rule of Court 3.769(h), the Court retains exclusive and continuing
24 jurisdiction over the litigation to enforcing the terms of the judgment, and supervising, implementing,
25 interpreting, and enforcing this Final Approval Order and the Settlement Agreement.

26 **IT IS SO ORDERED AND ADJUDGED.**

27 Dated: **MAY 19 2022**

28 
HON. ANGEL BERMUDEZ
SUPERIOR COURT JUDGE