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OCT 15 2021

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16 SUPERIOR COURT OF THE STATE OF CALIFORNIA
17 COUNTY OF RIVERSIDE

18
19 **DEAN PARSONS**, individually and on behalf
of all others similarly situated,

20 Plaintiff,

21 vs.

22
23 **LA SIERRA UNIVERSITY**, a California
Non-Profit Corporation,

24
25 Defendant.

Case No.: CVRI2000104

**REVISED [~~PROPOSED~~] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: October 14, 2021
Time: 8:30 a.m.
Dept. S302

1 This matter is before the Court on Plaintiff's unopposed Motion for Preliminary Approval of
2 Class Action Settlement of the above-entitled case. The motion, having been fully considered by the
3 Court, and it appearing to the Court that the settlement set forth herein is within the range of
4 reasonableness, and that a hearing should and will be held after notice to the Classes to confirm that the
5 proposed Settlement Agreement is fair, adequate and reasonable, and to determine whether a judgment
6 should be entered in this action thereon, **IT IS HEREBY ORDERED THAT:**

7 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement
8 and Amendment to the Settlement Agreement (collectively referred to as the "Settlement Agreement")
9 and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

10 2. This Court preliminarily approves the Settlement Agreement and finds that it is within the
11 range of reasonableness as to the Classes and Defendant, and is the product of good faith, arm's length
12 negotiations between the parties.

13 3. This Court certifies provisional classes for the purposes of this settlement defined as: (i)
14 all current or former employees who, during the Adjunct Class Period (*i.e.*, November 12, 2016 through
15 to the date the Court grants preliminary approval), performed the duties of an Adjunct Faculty for La
16 Sierra University ("LSU") in California while not classified as hourly non-exempt employees (the
17 "Adjunct Class"), and (ii) all current or former LSU employees in California, who, during the
18 Reimbursement Class Period (*i.e.*, between March 4, 2020 and the earlier of the date the Court grants
19 preliminary approval or the date when LSU stops making the COVID reimbursement payments), worked
20 remotely (the "Reimbursement Class").

21 4. The Court finds that for the purposes of settlement, Plaintiff has established in his moving
22 papers and supporting declaration all of the requirements for certification of the provisional settlement
23 classes pursuant to California Rule of Court, Rule 3.769(d).

24 5. The Court appoints and designates Plaintiff Dean Parsons as the Class Representative for
25 the classes, and the law firm HammondLaw, P.C. as Class Counsel.

1 6. The Court preliminarily approves payment from the Gross Settlement Amount of the
2 Enhancement Award to the named Plaintiff; and payment of attorneys' fees and costs to Class Counsel
3 as set forth in the Settlement Agreement.

4 7. The Court hereby approves, as to form and content, the proposed Class Notice attached as
5 **Exhibit A**; the Opt-Out Form, attached as **Exhibit B**; and the Objection Form, attached as **Exhibit C**;
6 the procedure for providing notice to the Class; and the procedure for the Class Members to object to, or
7 request exclusion from, the Settlement.

8 8. The Court appoints and designates CPT, Inc. as the Settlement Administrator and directs
9 the Settlement Administrator to oversee administration of the Class Notice and settlement in accordance
10 with the terms set forth in the Settlement Agreement.

11 9. Class Members will have sixty (60) calendar days from the date of the first mailing to
12 submit their Exclusion and/or Objections Form ("Response Deadline"). Unless a Class Member submits
13 a valid and timely Exclusion Form as provided in the Settlement Agreement, he/she will automatically
14 become a Settlement Class Member. Any Exclusion Form shall be submitted to the Settlement
15 Administrator rather than filed with the court. Class Members are not required to send copies of the
16 Exclusion Form to counsel. The Settlement Administrator shall file a declaration concurrently with the
17 filing of Plaintiff's motion for final approval, authenticating a copy of every Exclusion Form received by
18 them.

19 10. Class Members who wish to object to the settlement complete the Objection Form and
20 mail it to the Settlement Administrator postmarked no later than the Response Deadline. All Objection
21 Forms shall be submitted to the Settlement Administrator rather than filed with the court. Class Members
22 are not required to send the Objection Form to counsel. The Settlement Administrator shall file a
23 declaration concurrently with Plaintiff's motion for final approval, authenticating a copy of every
24 Objection Form received by them.

25 11. Any Class Member who objects may appear at the hearing on the Motion for Final
26 Approval for his or her objection to be considered. Class Members do not need to file or serve, or to state
27 in the objection, a notice of intention to appear, in order to appear at the Final Approval Hearing.

