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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

FRANK CHINDAMO, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

CHAPMAN UNIVERSITY, a California Non-
Profit Corporation; and DOES 1 to 50 inclusive,

Defendant.

Case No.: 30-2020-01147814-CU-OE-CXC

(Assigned for all purposes to the Hon. Peter
Wilson, Dept. CX102

**DECLARATION OF CRAIG J.
ACKERMANN IN SUPPORT OF
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 2, 2021
Time: 2:00 p.m.
Judge: Hon. Peter Wilson
Dept.: CX102

1 **INTRODUCTION**

2 1. I am an attorney licensed to practice law before this Court and the federal and state courts
3 of California, Texas, and Washington State. I am a member of the bars of the Fifth Circuit Court of
4 Appeals, the Ninth Circuit Court of Appeals, and the United States Supreme Court. I am over 18 years
5 of age. I have personal knowledge of the facts set forth in this declaration and could and would testify
6 competently to them.

7 2. I am a founding shareholder in the law firm of Ackermann & Tilajef, P.C. (“A&T,” “Co-
8 Class Counsel” or “Plaintiff’s Counsel”), attorneys of record (along with Julian Hammond, Polina
9 Brandler, and Ari Cherniak of HammondLaw, P.C. and Jonathan Melmed of Melmed Law Group P.C.)
10 for Plaintiff Frank Chindamo (“Plaintiff”) and the settlement class (the “Class”) in the above-captioned
11 matter. I have no knowledge of the existence of any conflicting interests between my firm and any of
12 its attorneys and our co-counsel, HammondLaw, P.C. and Melmed Law Group P.C., on the one hand,
13 and Plaintiff or any other Class Member, on the other.

14 3. After engaging in productive settlement discussions, including a full-day mediation,
15 Plaintiff and Defendant Chapman University (“Defendant”) entered into a Class Action Settlement
16 Agreement (the “Settlement Agreement”) resolving the claims of the proposed Settlement Classes. The
17 Settlement, conditioned on preliminary approval by this Court, seeks to fully release and discharge
18 Defendant from claims brought against it in this matter. In exchange, Defendant will pay the non-
19 reversionary Gross Settlement Amount (“GSA”) of \$1,150,000 to settle the wage-and-hour claims of
20 Defendant’s adjunct instructors and other settlement class members. The Net Settlement Amount (i.e.
21 the GSA less deductions for attorneys’ fees (\$383,333.33), litigation costs (\$20,000), settlement
22 administration costs (\$35,000), PAGA penalties (\$37,500), and Plaintiff’s Service Award (\$5,000)) will
23 be distributed as follows: 75% to the Adjunct Class on a pro rata basis based on the number of weeks
24 worked during the Adjunct Class Period, 22% to the Work From Home Class on a pro rata basis based
25 on the number of weeks worked during the Work From Home Class Period; and 3% to the Parking
26 Reimbursement Class on a per capita basis. The settlement will be distributed on a checks-cashed basis,
27 such that all Class Members who do not affirmatively opt-out will automatically receive their settlement
28 shares, without the need to submit a Claim Form. Based on my experience as a class action attorney

1 with over 24 years of employment law experience, including my experience litigating and resolving
2 other similar wage and hour Class and PAGA actions on behalf of adjunct professors, I can attest that
3 the settlement obtained here was negotiated at arms' length, and is fair and reasonable to the Class.

4 **ATTORNEY EXPERIENCE**

5 4. I am an attorney licensed to practice law before the federal and state courts of California,
6 Texas, and Washington State. I have been admitted to the Fifth and Ninth Circuit Courts of Appeals. In
7 2018, I also became a member of the Bar of the U.S. Supreme Court. I have been practicing employment
8 law exclusively for over 22 years. Since 2006, I have been appointed lead or co-lead class counsel in
9 more than 300 wage and hour class actions and PAGA actions in California and Washington, in which,
10 collectively, we and our co-counsel have recovered over \$150 million for over 250,000 class members
11 in a variety of wage and hour class and PAGA representative actions.

12 5. In 1994, I received a B.A. with honors and graduated Phi Beta Kappa from the University
13 of Texas at Austin. In 1997, I received a J.D. from the University of Texas School of Law in Austin. I
14 became a member of the Bar of the State of Texas in 1997. From 1997 through 2000, I was an associate
15 in the labor and employment law group of Jenkins & Gilchrist, P.C. ("J&G"), in the firm's Dallas, Texas
16 office, where I represented Fortune 1000 companies, as second-chair in various employment-related
17 matters, including class actions. From 2000 through mid-2003, I worked in New York City for a
18 plaintiffs' side employment law firm, Arenson, Ditmar & Karban, where I was involved for several years,
19 *pro hac vice*, in a second-chair capacity representing 150 individually-named plaintiffs in a large sexual
20 harassment case in Hudson County New Jersey Superior Court against a major investment bank that was
21 eventually resolved after several years of intensive litigation for \$23.5 million. In mid- and late-2003, I
22 worked in the Labor and Employment Law Section of Mitchell, Silberberg & Knupp, LLP, in Los
23 Angeles, California, where I worked under the direction of several partners while awaiting my bar results
24 on various employment cases, including several large class actions.

25 6. I became a member of the Bar of the State of California in early 2004. From February
26 2004 through the present, I have been the founding and managing shareholder of Ackermann & Tilajef,
27 P.C. My firm and I have been appointed as class counsel in approximately ten cases where **contested**
28 class certification motions were fully briefed, class certification was granted, and I was appointed

adequate class counsel, including most recently: (1) *Martinez v. Knight Transportation*, Case No. 1:16-cv-01730-DAD (Hon. Dale A. Drodz) (E.D.Cal. December 3, 2018) (order granting Plaintiffs Motion for Class Certification certifying class of 3,800 truck drivers with claims of unpaid rest breaks and non-productive time on California routes); and (2) *Moss v. USF Reddaway, Inc.*, No. 5:15-CV-01541-JAK-FFM, (C.D. Cal. June 30, 2017) (Hon. John A. Kronstadt) (Order Granting Plaintiffs Motion for Class Certification in unpaid rest break trucker class action for 540 line haul drivers).

7. On numerous occasions, U.S. federal district court judges have recognized my skill and our firm's skill and expertise in the area of complex class and PAGA employment law actions and have approved our firm's hourly rates. *See Pagh v. Wyndham Vacation Ownership, Inc.*, Case No. 8:19-cv-00812-JWH-ADSx, Docket No. 52 (Order Granting Plaintiffs' Motion for Attorneys' Fees and Costs [ECF No. 46], dated March 23, 2021, wherein the Honorable John W. Holcomb, at p. 6 noted my "extensive experience in labor and employment litigation" and added that "Mr. Ackermann's hourly rate of \$800 is reasonable"); *Moss v. USF Reddaway, Inc.*, Case No. 5:15-cv-01541-JAK-FFM, Docket No. (Order Granting Final Approval, dated July 25, 2018, where the Hon. Judge John Kronstadt, at p. 13 of 15 noted that "The attorneys and paralegals who worked on this matter have substantial experience in complex employment litigation ... For example, Craig Ackermann has served as lead counsel or co-lead counsel in more than 200 class actions during his 21-year career ... "); *Santamour v. UPS Freight, Inc.*, Case No. 2:17-cv-00196, ECF No. 33 (Order Granting Final Approval, dated June 26, 2018) (the Hon. Chief Judge Thomas Rice of the Eastern District of Washington noted: "The Court, based on its independent review as well as its review of the supporting documents submitted by Plaintiffs, finds the rates billed by Plaintiffs' counsel and paralegals are commensurate with the prevailing rates for similar representation in the relevant market", and approved then rate at \$717/hour); *Hollis v. Union Pacific Railroad Co.*, Case No. 5:17-cv-02449-JGB-SHK, Docket No. 28 (Order Granting Final Approval and Attorneys' Fees dated Sept. 19, 2018), the Hon. Jesus G. Bernal, at pp. 12-13 noted that "Here, Plaintiff's counsel ... Craig Ackermann billed \$717 /hour The Court reviewed the experience of the respective attorneys and finds the amount billed per hour to be reasonable ...").

8. Notably, on January 27, 2016, after 7 years of hotly contested litigation, including class certification, multiple summary judgment motions, decertification, and preparation for the phase 1

liability trial, I was able to resolve the class case of *Jack Morrison v. Knight Transportation, Inc.*, Tulare County Superior Court, Case No. 228016, for a maximum amount of \$2.25 million to the class of 4,100 drivers, with attorney's fees to be decided on a contested motion. The Honorable Judge Lloyd Hicks then awarded my firm—the sole counsel on that case—\$1,125,000 in fees for over 2,700 hours of work, including taking or defending of more than a dozen depositions, obtaining class certification, defeating decertification, defeating two summary judgment motions, and preparing for the phase 1 liability trial.

9. I have also successfully tried employment cases to verdict. In December 2012, for example, I and my firm obtained a Final Judgment in the amount of \$318,913.09 in a Title VII and FEHA retaliation case after a general jury verdict for the Plaintiff following a full jury trial and a successful appeal to the Ninth Circuit from the district court's denial of Plaintiffs motion for attorneys' fees. *See* Final Judgment, *Barrios v. Diamond Contract Services, Inc.*, Case No. 2:07-cv- 03500-CBM-FMO (C.D. Cal. Dec. 20, 2012), ECF No. 138 (final judgment entered for Plaintiff in the amount of \$318,913.09); *see also Barrios v. Diamond Contract Services, Inc.*, 461 F. App'x 571 (9th Cir. Dec. 13, 2011) (reversing original district court judge's denial of motion for attorneys' fees).

10. Finally, our firm has handled and has been appointed Class or PAGA Counsel in a several class action and PAGA cases involving identical or nearly identical claims for university adjunct professors and/or instructors, including the following:

- a. *Guy v. California Lutheran University*, Ventura County Superior Court Case No. 56-2019-00524415-CU-OE-VTA, final approval granted on November 6, 2019 by the Honorable Mark S. Borrell;
- b. *Johnson v. National University, et al.*, San Diego County Superior Court Case No. 37-2019-00007902-CU-OE-CTL, PAGA approval granted on December 9, 2019 by the Honorable Randa M. Trapp; and
- c. *Moreira v. University of Redlands*, San Bernardino County Superior Court Case No. CIVDS1913813, final approval granted on June 8, 2021 by the Honorable Donald Alvaarez.

11. The results obtained in this settlement pending before the Court are comparable to the results obtained by our firm in these referenced cases, which were similar to the instant case.

12. Based on my experience as Class Counsel, and on my knowledge of the facts and theories of this case, I believe the Parties' Settlement reached in this case is fair, just, adequate, and in the best interest of Class Members. The major deal points of this settlement include the non-reversionary Gross Settlement Amount of \$1,150,000.00 to be paid on a checks-cashed basis to Defendant's employees. From the Gross Settlement Amount, as noted, the following deductions are to be made subject to court approval: \$383,333.33 for attorneys' fees (1/3 of the Gross Settlement Amount), litigation costs of no more than \$20,000.00, the fees and expenses of the settlement administrator estimated to be up to \$35,000.00, Plaintiff's service award of \$5,000.00, and deductions for PAGA penalties payable to the LWDA in the amount of \$37,500.00 (i.e., 75% of the total \$50,000.00 PAGA penalty allocation).

ATTORNEYS' FEES AND COSTS

13. Through my practice, I have gained significant experience regarding the obligations and burdens of representing a class. This knowledge has allowed me and my firm, Ackermann & Tilajef, P.C., to successfully represent plaintiffs in more than 300 class actions in the past years. As noted, numerous state and federal courts in California have found that my firm is competent and capable of representing classes similar to the one here at issue.

14. Under the terms of the Settlement Agreement, Class Counsel is requesting one-third of the \$1,150,000.00 Gross Settlement Amount agreed upon by the parties as the Settlement Amount. This fee amount is fair, reasonable and well within the range of attorneys' fees awards in numerous similar class action cases approved by various courts in California, including this court in several prior cases. It is also consistent with the California Supreme Court precedent stating that fee requests up to 1/3 of the common fund are presumptively reasonable. Moreover, if it becomes necessary to litigate this matter further, my firm and our co-counsel have the financial resources and are prepared to devote whatever time and effort are required to zealously advocate on behalf of Plaintiffs and the Class.

15. Class Counsel's request for reimbursement of litigation expenses of up to \$20,000 is also reasonable. My firm's litigation costs will be summarized in my declaration in support of final approval that will be filed in advance of the final approval hearing.

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I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct.

By: 
Craig J. Ackermann, Esq.