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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,

vs.

CHAPMAN UNIVERSITY, a California
Non-Profit Corporatio,

Defendant.

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

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

Date: September 2, 2021

Time: 2:00 p.m.

Judge: Hon. Peter Wilson

Dept.: CX102

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 all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

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

12 3. This Court certifies three provisional classes for the purposes of this settlement:

13 (a) "Adjunct Class" consisting of all individuals who worked for Defendant as adjunct professors
14 or part-time lecturers in California and who earned less than two times minimum wage during
15 each pay period of their employment between July 10, 2016 and December 31, 2019 ("Adjunct
16 Class Period");

17 (b) "Working From Home Class" consisting of all individuals who were eligible to work remotely
18 for Defendant between March 19, 2020 and June 30, 2021 ("Working From Home Class Period");
19 and

20 (c) "Parking Reimbursement Class" consisting of all individuals who purchased a parking permit
21 from Defendant between November 19, 2019 and March 26, 2020 ("Parking Reimbursement
22 Class Period"). Adjunct Class Members, Working From Home Class Members, and Parking
23 Reimbursement Class Members are collectively referred to as "Class Members".

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

1 5. The Court appoints and designates Plaintiff Frank Chindamo as the Class Representative,
2 and the law firms HammondLaw, P.C., Ackermann & Tilajef, P.C., and Melmed Law Group, P.C. as
3 Class Counsel.

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

7 7. The Court hereby approves, as to form and content, the proposed Class Notice, attached
8 as Exhibit A to the Settlement Agreement; the procedure for providing notice to the Classes; and the
9 procedure for the Class Members to object to, or request exclusion from the Settlement.

10 8. The Court appoints and designates Simpluris, Inc. as the Settlement Administrator and
11 directs the Settlement Administrator to provide the approved Class Notice in accordance with the
12 schedule set forth in the Settlement Agreement.

13 9. Class Members will have sixty (60) calendar days from the date of the first mailing to
14 submit requests for exclusion and/or objections ("Response Deadline"). Unless a Class Members submits
15 a valid and timely Request for Exclusion as provided in the Settlement Agreement, he/she will
16 automatically become a Settlement Class Member. Class Members who wish to be excluded from the
17 settlement must do so in writing and must include the Class Member's full name, signature, address and
18 last four digits of his or her social security number, case name and case number, and a clear statement
19 that he or she seeks to be excluded from the Settlement.

20 10. Class Members who wish to object to the settlement must do so in writing and must
21 include the Class Members' full name, address, last four digits of his or her social security number, case
22 name and case number, and a clear statement of the basis for his or her objection. All exclusions and
23 objections must be mailed to the Settlement Administrator and postmarked no later than the Response
24 Deadline.

25 11. Adjunct Class Members and Working From Home Class Members will have the right to
26 challenge the number of work weeks as shown on the Notice. Class Members who wish to dispute the
27 number of work weeks must do so in writing and must include the Class Member's full name, address,
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1 signature, and last four digits of his or her Social Security number; and any facts supporting the Class
2 Member's dispute, along with any supporting materials confirming that the work weeks attributed to him
3 or her are incorrect. Challenges to the number of work weeks must be mailed to the Settlement
4 Administrator and postmarked no later than the Response Deadline. Challenges shall be resolved without
5 hearing by the Settlement Administrator, who will decide based on Defendant's records and any
6 document or information presented by the Class Member making the challenge, Class Counsel, or
7 Defendant's Counsel. The Settlement Administrator's determination shall be final and binding.

8 12. The Final Approval Hearing shall be held on _____to
9 determine whether the Settlement Agreement is fair, adequate, reasonable, and should be approved.

10 **IT IS SO ORDERED.**

11 Date: _____, 2021

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13 _____
14 Hon. Peter Wilson
15 Judge of the Superior Court
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