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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF ORANGE

CHERYL BURLEIGH, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

BRANDMAN UNIVERSITY, a California
Non-Profit Corporation,

Defendant.

CASE NO. 30-2020-01172801-CU-OE-CXC

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

Date: January 27, 2023
Time: 10:00 a.m.
Dept. CX105

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

4 1. The Settlement Agreement, Amendment to Class Action Settlement Agreement, and the
5 Second Amendment to Class Action Settlement Agreement (collectively referred to as the "Settlement
6 Agreement"), is fully and finally approved and is hereby incorporated by reference and all defined
7 terms therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

8 2. Pursuant to California Rules of Court, Rule 3.769(d), this Court makes final the
9 conditional class certification contained in the Order Granting Preliminary Approval of Class Action
10 Settlement, and thus certifies the following classes for the purposes of this settlement: (a) "Adjunct
11 Class Members" who were employed by Defendant in California as part-time adjunct instructors, were
12 not paid in compliance with Labor Code Section 515.7, and were not paid on an hourly basis, at any
13 time during the period from December 2, 2016 through August 22, 2021 (the "Adjunct Class Period");
14 and (2) "Reimbursement Class Members" who are persons other than adjunct instructors employed by
15 Defendant in California and who were required to work remotely at any time during the period from
16 March 18, 2020 through May 3, 2021 (the "ER Class Period") (Adjunct Class Members and ER Class
17 Members are collectively referred to as "Class Members").

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

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

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

1 6. In response to the Notice, 47 Class Members submitted a Request for Exclusion: Loreli
2 A Thompson; Veronica Ufoegbune; Kenneth Schmidt; John S Southern; Dianne L Olvera; Olesya
3 Manley; Lois Wynne Zercher; Karen Schauer; Jane Uhazy; Esmirna Valencia; Mary B Byrne; Norma
4 Francisco; Deborah N Van Ourkerk; Rita L Pertzborn; Joseph G Giovannoni; Cassandra Stone; Maria
5 B Cesario; Kelly Ball; Marlo J Waters; Vanessa Holtgrave; James C Wogan; Kristin Plapis; Jessica L
6 Budzinski; Chip Herbert W Kling; Amanda Weiss; April Dobroth; Molly K Rothmeyer; Danielle M
7 Lord; Ali Sayim; Mark Wenger; Jennifer G Thompson; Ronald W Ball; Tami Lincoln; Laurie Dodge;
8 William Boggs; Mary K Riedel; Massiel Perez-Calhoun; Michelle N Cruz; Michelle L Matoff; Glen C
9 Newman; Judith Kindberg; Gretchen Harper; Nancy Dome; Ronald L Farmer; Lisa A Reed; Barbara J
Rodriguez; and Peggy J Ingram.

10 7. In response to the Notice, no Class Members submitted an Objection.

11 8. The Court hereby finally and unconditionally approves the Settlement Agreement, and
enters judgment, and specifically:

12 a. Approves the Gross Settlement Amount.

13 b. Approves the application for Class Representative's service award of \$5,000. An
14 enhancement award of \$5,000 is sufficient and proper for a class and settlement of this size, and
15 considering the effort plaintiff spent on this case.

16 c. Approves Class Counsels' request for an award of \$465,000, representing 30%
17 of the Gross Settlement Amount, as reasonable attorneys' fees. The court concludes that a reasonable
18 attorney fee in this case is 30% of the Gross Settlement Amount. Counsel's lodestar fees are only
about \$211,000, and a 30% attorney fee award still results in a generous multiplier of about 2.1.

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

22 e. Approves Class Counsel's request for reimbursement of litigation costs of
\$18,733.48;

23 f. Approves payment to Simpluris, Inc., of \$18,500, as costs of settlement
24 administration; and

25 g. Approves the allocation of \$26,250 as payment for penalties under the California
26 Labor Code Private Attorney Generals Act ("PAGA") to the Labor and Workforce Development
27 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. The total amount that will be payable to all
3 Class Members and Aggrieved Employees if they are paid the amount to which they are entitled
4 pursuant to the Judgment is \$1,016,516.52.

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

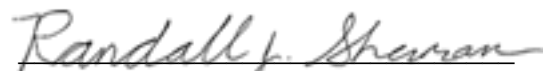
6 9. Pursuant to CRC Rule 3.771(b), Plaintiff will provide Notice of this Order and Judgment
7 to the class by posting it on the Settlement Administrator's website.

8 10. A Final Report Hearing is scheduled for September 28, 2023 at 10:00 a.m., to confirm
9 that distribution efforts are fully completed, including the distribution of the amount of the uncashed
10 class member checks to Community Legal Aid SoCal after 120 days, that the Administrator's work is
11 complete, and that the court's file thus may be closed. The parties must report to the court the total
12 amount that was actually paid to the class members, and submit an Amended Judgment that complies
13 with CCP §§384(b) and 384.5, and Gov. Code §68520. Specifically, the Amended Judgment must state
14 how much money is being paid to the nonparty, including any interest that accrued on the funds, and, if
15 known, the purpose of the distribution to the nonparty and how it plans to expend the funds. All
16 supporting papers must be filed at least 16 days before the Final Report Hearing date.

17 11. Pursuant to California Rule of Court 3.769(h), the Court retains exclusive and
18 continuing jurisdiction over the litigation to enforcing the terms of the judgment, and supervising,
19 implementing, interpreting, and enforcing this Final Approval Order and Judgment and the Settlement
20 Agreement.

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

22 Dated: **January 27, 2023**

23 
24 HON. RANDALL J. SHERMAN
25 Judge of the Superior Court
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