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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] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: September 2, 2021

Time: 8:30 a.m.

Reservation No: RES248472

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 attached hereto as **Exhibit 1**, and all terms used herein shall have the same meaning as set forth in the
9 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
5 as **Exhibit A** to the Settlement Agreement; the procedure for providing notice to the Class; and the
6 procedure for the Class Members to object to, or request exclusion from, the Settlement.

7 8. The Court appoints and designates CPT, Inc. as the Settlement Administrator and directs
8 the Settlement Administrator to provide the approved Class Notice in accordance with the schedule set
9 forth in the Settlement Agreement.

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

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

22 11. Adjunct Class Members will have the right to challenge the number of Credits listed on
23 their Class Notices. Adjunct Class Members who wish to dispute the number of Credits must do so in
24 writing and must include the Adjunct Class Member's full name, address, signature, last four digits of
25 his or her Social Security number, case name and number, and any facts supporting the Adjunct Class
26 Member's dispute, along with any supporting materials confirming that the Credits attributed to him or
27 her are incorrect. Challenges to the number of Credits must be mailed to the Settlement Administrator
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1 and postmarked no later than the Response Deadline. Challenges shall be resolved without hearing by
2 the Settlement Administrator, who will examine Defendant's records and any document or information
3 presented by the Adjunct Class Member making the challenge, Class Counsel, or Defendant's Counsel.
4 The Settlement Administrator's determination of disputes shall be final and binding.

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

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8 **IT IS SO ORDERED.**

9 Date: _____, 2021

10 _____
11 Hon. Angel Bermudez
12 Judge of the Superior Court
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