



FILED

Superior Court of California
County of San Francisco

MAY 01 2024

CLERK OF THE COURT

BY: *Debra R. [Signature]*
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

ERIN REILLY, as an individual, on behalf of herself
and all persons similarly situated, and in her
representative capacity, on behalf of the State of
California, the general public, and all aggrieved
employees,

Plaintiff,

v.

CALIFORNIA INSTITUTE OF INTEGRAL
STUDIES, a California Corporation; and DOES
1 through 50 inclusive,

Defendants.

Case No. CGC-22-601803

ORDER GRANTING MOTION FOR
PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT

Plaintiff Erin Reilly ("Plaintiff") and Defendant California Institute of Integral Studies ("Defendant") have reached terms of settlement for a putative class and representative action. Plaintiff filed a Motion for Preliminary Approval of Class and Representative Action Settlement. The Court, having considered the Parties' proposed Class and Representative Action Settlement Agreement and Release

1 (“Settlement Agreement”), Plaintiff’s Motion for Preliminary Approval, and all papers filed in support
2 thereof,

3 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

4 1. This Order Granting Motion for Preliminary Approval of Class and Representative Action
5 Settlement (“Order”) incorporates by reference all defined terms set forth in the revised Settlement
6 Agreement, which is attached as Exhibit 5 to the Second Supplemental Declaration of Graham S.P. Hollis
7 in Support of Plaintiff’s Motion for Preliminary Approval of Class and Representative Action Settlement,
8 filed on April 17, 2024. To the extent the terms used in this Order are defined in the Settlement Agreement,
9 the defined terms shall have the same meaning as set forth in the Settlement Agreement.

10 2. This Court has jurisdiction over the claims asserted in this Action and has personal
11 jurisdiction over Plaintiff, Defendant, and the Settlement Class.

12 3. The Court finds, for settlement purposes only, that the Settlement Class meets the
13 requirements for certification under California Code of Civil Procedure section 382. The Court
14 provisionally certifies, for settlement purposes only, the Settlement Class defined as follows:

15 All current and former non-exempt employees employed in Defendant’s
16 American College of Traditional Chinese Medicine program in California
17 who were employed as an Adjunct Didactic Instructor and/or an Adjunct
Clinical Supervisor at any time between March 18, 2018 and November 24,
2023.

18 4. Should for any reason the Settlement not become final, the fact that the Parties were willing
19 to stipulate to class certification as part of the Settlement shall have no bearing on, nor be admissible in
20 connection with, the issue of whether a class should be certified in a non-settlement context.

21 5. Plaintiff Erin Reilly is hereby appointed and designated, for settlement purposes only, as
22 the representative of the Settlement Class. The Court preliminarily finds that Plaintiff will adequately
23 represent the Settlement Class in accordance with Code of Civil Procedure section 382 for settlement
24 purposes.

25 6. The following attorneys are hereby appointed and designated as counsel for Plaintiff and
26 the Settlement Class: Graham S.P. Hollis, Vilmarie Cordero, and Dawn M. Berry of GrahamHollis APC
27 (“Class Counsel”). The Court preliminarily finds that Class Counsel will represent the interests of the
28 Settlement Class fairly and adequately in accordance with Code of Civil Procedure section 382 for

1 settlement purposes. Class Counsel is authorized to act on behalf of the Settlement Class with respect to
2 all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts
3 reasonably necessary to consummate the Settlement. Any Settlement Class Member may enter an
4 appearance through counsel of such Settlement Class Member's own choosing and at such Settlement
5 Class Member's own expense. Any Settlement Class Member who does not enter an appearance or appear
6 on his or her own will be represented by Class Counsel.

7 7. The Court finds on a preliminary basis that the Settlement appears to be fair, reasonable,
8 and adequate, and one that falls within the range of final approval. The Court further finds that the
9 Settlement has been reached as the result of serious and non-collusive, arm's-length negotiations by
10 Defendant and Plaintiff.

11 8. A Final Approval Hearing shall be held before this Court, located at 400 McAllister Street,
12 San Francisco, California 94102, on September 13, 2024 at 9:00 a.m. in Department 304, to determine all
13 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
14 should be finally approved by the Court; whether a Judgment, as provided in the Settlement Agreement,
15 should be entered herein; whether the plan of allocation contained in the Settlement Agreement should be
16 approved as fair, adequate, and reasonable to the Settlement Class Members; and whether to approve Class
17 Counsel's attorneys' fees and costs, the Class Representative Enhancement Award, the Private Attorneys
18 General Act ("PAGA") Payment, and the Settlement Administrator Costs.

19 9. Plaintiff shall file her motion for final approval of the Settlement, including a request for
20 approval for the Class Representative Enhancement Award, Class Counsel's attorneys' fees and costs, the
21 PAGA Payment, and Settlement Administrator Costs no later than 16 court days prior to the Final
22 Approval Hearing.

23 10. Within 21 calendar days of this Order, Defendant shall provide the Settlement
24 Administrator with a list of Settlement Class Members, containing the name, last known address, last
25 known personal email address, Social Security numbers, dates of employment, and additional information
26 sufficient for the Settlement Administrator to determine the Workweeks and Pay Periods for each Class
27 Member and each PAGA Member.

28 11. The Court hereby approves, as to form and content, the Notice of Class and Representative

1 Action Settlement (“Class Notice”), attached as Exhibit 5.A to the Second Supplemental Declaration of
2 Graham Hollis filed on April 17, 2024. The Court finds that distribution of the Class Notice in the manner
3 and form set forth in the Settlement Agreement and this Order meets the requirements of due process, is
4 the best notice practicable under the circumstances, and will constitute due and sufficient notice to all
5 persons entitled thereto.

6 12. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
7 Administrator.

8 13. The Court orders the Settlement Administrator to disseminate to Settlement Class
9 Members the Class Notice by first class mail at their last known address and by email, where email
10 addresses are available, within 10 calendar days of receiving Settlement Class Member information from
11 Defendant. The Settlement Administrator shall administer the Settlement in accordance with the
12 Settlement Agreement and this Order.

13 14. Any Settlement Class Member may dispute the number of Workweeks and/or Pay Periods
14 credited to them in the Class Notice by notifying the Settlement Administrator of such by mail or email.
15 Settlement Class Members shall have 45 calendar days from the date of mailing of the Class Notice in
16 which to submit a dispute as to the number of Workweeks and/or Pay Periods credited to them. In the
17 event a Settlement Class Member’s notice is remailed, the Class Member shall respond by either the
18 Response Deadline or ten calendar days from the date of remailing, whichever is later.

19 15. Any Settlement Class Member may elect to be excluded from the class action portion of
20 the Settlement as provided in the Settlement Agreement and Class Notice. Any requests for exclusion
21 must be emailed or post marked on or before the end of the Response Deadline. Settlement Class Members
22 who do not submit a timely request for exclusion to the Settlement Administrator shall be bound by the
23 Settlement Agreement, all determinations of this Court, and final judgment. PAGA Members are bound
24 by and cannot request to be excluded from the PAGA Settlement.

25 16. Any Settlement Class Member who did not request exclusion from the Settlement may
26 object to the Settlement or express his or her views regarding the Settlement and may present evidence,
27 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by
28 the Court, as provided in the Settlement Agreement and Class Notice. All written objections must be

1 emailed or post marked on or before the end of the Response Deadline. Settlement Class Members may
2 alternatively object in-person at the Final Approval Hearing. Any Settlement Class Member who does not
3 make their objection at or before the final approval hearing shall be deemed to have waived any such
4 objection and shall be foreclosed from objecting to the Settlement at a later date.

5 17. The Settlement is not a concession or admission and shall not be used against Defendant
6 or any of the Released Parties as an admission or indication with respect to any claim of any fault or
7 omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved,
8 neither the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor
9 any reports or accounts thereof, shall in any event be:

10 A. Construed as, offered or admitted in evidence as, received as or deemed to be
11 evidence for any purpose adverse to the Released Parties, including, but not limited
12 to, evidence of a presumption, concession, indication, or admission by any of the
13 Released Parties of any liability, fault, wrongdoing, omission, concession, or
14 damage; or

15 B. Disclosed, referred to, or offered or received in evidence against any of the
16 Released Parties in any further proceeding in the Action, or in any other civil,
17 criminal, or administrative action or proceeding, except for purposes of settling the
18 Action pursuant to the Settlement Agreement.

19 18. As of the date this Order is signed, all dates and deadlines associated with the Action shall
20 be stayed, other than those pertaining to the administration of the Settlement of the Action.

21 19. In the event the Settlement does not become effective in accordance with the terms of the
22 Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to
23 become effective for any reason, this Order shall be rendered null and void and shall be vacated and the
24 Parties shall revert to their respective positions as of before entering into the Settlement Agreement.

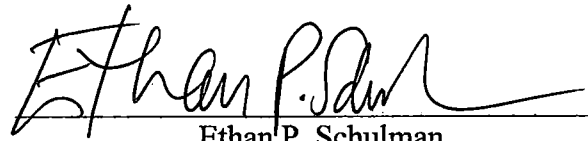
25 20. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
26 and all dates provided for in the Settlement Agreement and retains jurisdiction to consider all further
27 applications arising out of or connected with the proposed Settlement. Any Class Members who submit
28 objections to the Settlement shall receive notice if the Final Approval Hearing is continued.

1 21. The Court hereby vacates the July 3, 2024 Preliminary Approval hearing.

2 22. Class Counsel shall submit a copy of this Order to the Labor and Workforce Development
3 Agency within 10 days after entry of order pursuant to Labor Code section 2699(l)(3).

4
5 IT IS SO ORDERED.

6 Dated: May 1, 2024



Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, Sean Kane, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On May 1, 2024, I electronically served ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: May 1, 2024

Brandon E. Riley, Court Executive Officer

By: 
Sean Kane, Deputy Clerk