

04/26/2024

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

VIKRAM PETERS, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

LIFE PACIFIC UNIVERSITY, a
California Non-Profit Corporation,

Defendant.

CASE NO. 22STCV06988

**REVISED ~~[PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: April 18, 2024

Time: 10:00 a.m.

Dept. 9

Judge: Hon. Elaine Lu

Electronically Received 04/26/2024 11:11 AM

1 This matter is before the Court on Plaintiff's Motion for Final Approval of Class Action
2 Settlement and Judgment. Having considered the motion, the Settlement Agreement together with all
3 exhibits and attachments thereto, the record in this matter, and the briefs and arguments of counsel, **IT**
4 **IS HEREBY ORDERED** as follows:

5 1. The Parties' Motion for Final Approval of Class Action Settlement is GRANTED as the
6 settlement is fair, adequate, and reasonable.

7 2. Pursuant to California Rule of Court 3.769(d), this Court makes final the conditional class
8 certification contained in the Order Granting Preliminary Approval of Class Action Settlement of two
9 settlement classes:

10 3. "Class" refers collectively to "Adjunct Class" and "Reimbursement Class".

11 a. "Adjunct Class" and "Adjunct Class Member" means all current or former
12 employees in California who performed the duties of an Adjunct Faculty for LPU during the Adjunct
13 Class Period. Defining which duties constitute duties of an Adjunct Faculty is in the discretion of LPU.
14 Adjunct Class Member specifically excludes any full-time faculty employees that performed the duties
15 of an Adjunct Faculty.

16 i. "Adjunct Class Period" means the period from February 24, 2018 through
17 to December 31, 2019.

18 b. "Reimbursement Class" and "Reimbursement Class Member" means all current
19 or former LPU employees in California who worked remotely during the Reimbursement Class Period.

20 i. "Reimbursement Class Period" means the period from March 16, 2020
21 through to June 30, 2021.

22 4. "Aggrieved Employee" refers collectively to "Aggrieved Adjunct Employees" and
23 "Aggrieved Reimbursement Employees".

24 a. "Aggrieved Adjunct Employees" means all current or former employees in
25 California who performed the duties of an Adjunct Faculty for LPU from February 24, 2018 through to
26 December 31, 2019.

27 i. "Adjunct PAGA Settlement Period" means February 23, 2018 through the
28 date of preliminary approval of the settlement.

b. "Aggrieved Reimbursement Employee" means all current or former LPU
employees in California who worked remotely from March 16, 2020 and June 30, 2021.

1 i. "Reimbursement PAGA Settlement Period" means March 16, 2020 to the
2 date of preliminary approval of the settlement.

3 5. The Court hereby appoints Vikram Peters as Class Representative and HammondLaw,
4 P.C. as Class Counsel.

5 6. The Court finds that the notice was given as directed and conforms to due process
6 requirements. Given the reactions of the Class Members and the LWDA to the proposed settlement and
7 for the reasons set for in the Preliminary Approval order, the settlement is found to be fair, adequate, and
8 reasonable.

9 7. In response to the Notice, 2 Reimbursement Class Members requested exclusion: Carissa
10 Hawksworth and Andrew Hawksworth.

11 8. In response to the Notice, no Class Member submitted an objection to the Settlement.

12 9. The Court finds that given the absence of objections, and objections being a prerequisite
13 to appeal, that this Order shall be considered final as of the date of notice of entry.

14 10. Accordingly, upon the date of funding of the Gross Settlement Amount, the Released
15 Parties are discharged and released from any and all liability with respect to the Released Class Claims
16 and Released PAGA Claims.

17 11. The Court hereby finally and unconditionally approves the Settlement Agreement as fair,
18 reasonable, and adequate and directs the parties to implement its terms, and specifically,

19 a. Approves the non-reversionary Gross Settlement Amount of \$138,000. Defendant
20 shall separately pay the employers' share of the payroll taxes on the taxable portion of the Settlement
21 shall be paid separately from the GSA;

22 b. Approves the Class Representative service award of \$5,000 to Plaintiff;

23 c. Approves Class Counsel's request for a fees award of \$46,000 or 1/3 of the Gross
24 Settlement Amount, as reasonable; approves Class Counsel's hourly rates as reasonable, and within the
25 range of market rates that attorneys with similar levels of skill, experience and reputation for handling
26 matters of similar complexity; and finds that the attorney's fees' request is justified under the
27 lodestar/multiplier analysis;

28 d. Approves Class Counsel's request for reimbursement of litigation expenses of
\$15,106.42;

e. Approves payment of \$7,500 (75% of \$10,000 PAGA penalty) to the LWDA.

f. Approves payment of \$7,000 as costs of settlement administration; and

1 g. Approves the payment from the Net Settlement Amount of amounts determined
2 by the Settlement Administrator to be due to Class Members, as specified in the Settlement Agreement.

3 12. By June 18, 2024, Class Counsel must give notice to the class members pursuant to
4 California Rules of Court, rule 3.771(b) and to the LWDA, if applicable, pursuant to Labor Code §2699
(1)(3).

5 13. By April 21, 2025, Class Counsel must file a Final Report Re: Distribution of the
6 Settlement Funds.

7 14. The Court hereby sets a Non-Appearance Case Review for April 28, 2025, 8:30 a.m.,
8 Department 9.

9 15. The Court retains exclusive and continuing jurisdiction over the litigation for purposes of
10 supervising, implementing, interpreting, and enforcing this Final Approval Order and Judgment and the
11 Settlement Agreement, and, if necessary, to conduct a further hearing on certification of distribution of
settlement amounts.

12 **IT IS SO ORDERED.**

13
14 Date: April 26, 2024



Hon. Elaine Lu
Judge of the Superior Court