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11 *Attorneys for Plaintiffs and Proposed Classes*

12 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN FRANCISCO**

14
15 **DAN BECK and BIENVENIDA SALAZAR,**
individually and on behalf of all others
16 similarly situated,

17 Plaintiffs,

18 vs.

19 **UNIVERSITY OF SAN FRANCISCO,** a
California Corporation,

20 Defendant.
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CASE NO. CGC-21-588930

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Dept.: 304; Hon. Ethan P. Schulman

1 Plaintiffs Dan Beck and Bienvenida Salazar’s (collectively, “Plaintiffs”) Motion for Preliminary
2 Approval of Class Action Settlement came before this Court for hearing on July 9, 2024, at 9:00 a.m.
3 The Court having considered the papers submitted in support of the motion, HEREBY ORDERS THE
4 FOLLOWING:

5 1. The Court grants preliminary approval of the settlement based on the terms set forth in the
6 executed Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”),
7 attached hereto as **Exhibit 1**. The Court finds that the terms of the Settlement are fair, adequate, and
8 reasonable to the Classes.

9 2. This Order incorporates by reference the definitions in the Settlement, and all capitalized
10 terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

11 3. The Court finds that the Settlement falls within the range of reasonableness and appears
12 to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing
13 and Final Approval by this Court.

14 4. The Court preliminarily finds that extensive investigation and research have been
15 conducted, such that counsel for the Parties are able to reasonably evaluate their respective positions. The
16 Court preliminarily finds that the Settlement will avoid substantial additional costs to all Parties, as well
17 as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court
18 preliminarily finds that the Settlement has been reached as the result of intensive, serious, and non-
19 collusive arms-length negotiations, and has been entered into in good faith. The assistance of a Court-
20 appointed mediator in the settlement process further confirms that the Settlement is noncollusive. Finally,
21 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
22 preliminarily finds that the monetary settlement awards made available to the members of the Settlement
23 Class are fair, adequate, and reasonable when balanced against the potential risks of further litigation
24 relating to certification, liability, and damages issues.

25 5. The following Classes are preliminarily certified for settlement purposes only:

26 Unpaid Wage Class: All part-time adjunct instructors employed by the University of San
27 Francisco at any time during the Class Period, defined as January 5, 2021 through to
28 September 8, 2020, who in 2017 earned less than \$3,640.00 in any calendar month in
which the instructor was paid wages; who in 2018 earned less than \$3,813.33 in any
calendar month in which the instructor was paid wages; who in 2019 earned less than
\$4,160 in any calendar month in which the instructor was paid wages; or who in 2020
earned less than \$4,506.67 in any calendar month in which the instructor was paid wages.
Unpaid Wage Class Members employed between September 1 and 8, 2020 will be
considered to be part of this class if their earnings for the entire month of September 2020
were less than \$4,506.67;

1 Wage Statement Class: All part-time adjunct instructors employed by the University of
2 San Francisco during the Wage Statement Class Period, defined as January 5, 2020
3 through to September 8, 2020, who earned less than \$4,506.67 in any calendar month in
4 which the instructor was paid wages; and (b) all part-time adjunct instructors who fell
5 within the definition of the certified class in *Gola v. University of San Francisco*, Case
6 No. CGC-18-565028 (San Francisco Super. Cnty. Ct.) and were omitted from the class
7 list in that case (“Wage Statement Class Members”); and

8 Expense Reimbursement Class: All current and former employees of the University of
9 San Francisco who worked remotely in California at any time from March 11, 2020
10 through July 31, 2021.

11 6. The Court preliminarily finds that, for settlement purposes only, the Classes meet the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the
13 Classes are ascertainable and so numerous that joinder of all members of each Class is impracticable; (b)
14 common questions of law and fact predominate, and there is a well-defined community of interest
15 amongst the Class Members with respect to the subject matter of the litigation; (c) Plaintiffs’ claims are
16 typical of the claims of the Class Members; (d) the Class Representatives will fairly and adequately
17 protect the interests of the Class Members; (e) a class action is superior to other available methods for
18 the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for the
19 Plaintiffs in their individual capacity and as the representatives of the Class.

20 7. The Court provisionally appoints Julian Hammond, Polina Brandler, and Ari Cherniak of
21 HAMMONDLAW, P.C. and Morris J. Baller as counsel for the Classes (“Class Counsel”) for settlement
22 purposes only.

23 8. The Court provisionally appoints Plaintiff Beck as the representative of the Unpaid Wage
24 Class and the Expense Reimbursement Class and Plaintiff Salazar as the representative of the Unpaid
25 Wage Class and the Wage Statement Class (“Class Representatives”) for settlement purposes only.

26 9. The Court provisionally appoints Simpluris, Inc. as the Settlement Administrator.

27 10. The Court approves, both as to form and content, the Notice of Class Action Settlement
28 (in substantially the form of Exhibit A to the Settlement Agreement) (“Notice”). The Court finds that the
Notice fully and accurately informs the Class Members of all material elements of the Settlement, of the
Class Members’ right to be excluded from the Settlement by submitting a Request for Exclusion, and of
each Class Member’s right and opportunity to object to the Settlement. The Court further finds that the
process selected for the mailing and distribution of the Notice meet the requirements of due process,
provide the best notice practicable under the circumstances, and constitute constitutionally due and
sufficient notice to all persons entitled thereto. The Court further orders the mailing of the Notice to the

Class Members by First-Class U.S. Mail, pursuant to the terms set forth in the Settlement and this Order.

11. The Court hereby preliminarily approves the proposed procedure for requesting exclusion from, or opting out of, the Settlement. Any Class Member may choose to be excluded from the Settlement as provided in the Notice and set forth in the Settlement. Any such person who is an Aggrieved Employee and who chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery under the Settlement, except for a pro-rata portion of the Total Individual PAGA Payment Amount, and will not be bound by the Settlement, except for the release of civil penalties under the PAGA, or have any right to object to, appeal from, or comment thereon. Class Members who have not submitted a timely Request for Exclusion shall be bound by the Settlement Agreement and the contemplated judgment to be entered based thereon.

12. Within ten (10) days after the Court issues the Preliminary Approval Order, Defendant shall provide to the Settlement Administrator the following information: (a) the names, last known mailing addresses, Social Security numbers of each Class Member; and (b) for Unpaid Wages Class Members and Wage Statement Class Members, earnings information per pay period, and for ER Class Members any wifi/cellular phone reimbursements received during the ER Class Period, as specified in the Settlement.

13. Within ten (10) business days of receiving the class information from Defendant, the Settlement Administrator shall mail the Notice in the manner specified in the Settlement.

14. The Court orders that any Requests for Exclusion from the Settlement must be postmarked no later than sixty (60) calendar days after the Notice is initially mailed to the Class Members and must be received by the Settlement Administrator to be valid.

15. Not later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator will inform Class Counsel and Counsel for Defendant of the total number of Class Members who timely submitted valid Requests for Exclusion.

17. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement. Any objection must be a signed, written statement objecting to the Settlement. Such written statement and all supporting briefs or other materials should be submitted to the Settlement Administrator no later than the Response Deadline, i.e., sixty (60) calendar days after the Notice is initially mailed to the Class. Any Class Member may also appear at the Final Approval Hearing to have her or his objection heard by the Court.

18. A Final Approval Hearing shall be held before this Court on _____ at _____ in Department 304 of

1 the Superior Court of the State of California, County of San Francisco, located at 400 McAllister Street,
2 San Francisco, California 94102, to consider the fairness, adequacy and reasonableness of the proposed
3 Settlement preliminarily approved by this Order. Plaintiffs' Motion for Approval of Attorneys' Fees,
4 Costs, and Class Representative Service Payments shall be heard on the same date and at the same time.

5 19. Any party to this case, including any Class Member, may be heard in person or by counsel,
6 to the extent allowed by the Court, in support of, or in opposition to, the Court's determination of the
7 good faith, fairness, reasonableness, and adequacy of the proposed Settlement, the requested Class
8 Counsel Fees Payment and Expenses Payment, the requested Class Representative Service Payments,
9 and any order of Final Approval and Judgment regarding such Settlement, fees, costs, and payment.

10 20. The Settlement is not a concession or admission and shall not be used against Defendant
11 as an admission or indication with respect to any claim of any fault or omission by Defendant. Whether
12 or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding
13 or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed
14 as, offered or admitted into evidence as, received as, or deemed to be in evidence for any purpose adverse
15 to Defendant, including, but not limited to, evidence of a presumption, concession, indication, or
16 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage.

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

21 22. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
22 and all dates provided for in the Settlement without further notice to the Class Members and retains
23 jurisdiction to consider all further applications arising out of or connected with the Settlement

24 **IT IS SO ORDERED.**

25 Dated: _____

26 _____
27 Hon. Ethan P. Schulman
28 Judge of the Superior Court