



FILED
San Francisco County Superior Court

JUL 5 - 2024

CLERK OF THE COURT

BY: [Signature] Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 304

DAN BECK and BIENVENIDA SALAZAR,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

UNIVERSITY OF SAN FRANCISCO, a
California Corporation,

Defendant.

CASE NO. CGC-21-588930

ORDER GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

1 Plaintiffs Dan Beck and Bienvenida Salazar's (collectively, "Plaintiffs") Motion for Preliminary
2 Approval of Class Action Settlement is set for hearing on July 9, 2024. The Court, having considered
3 the papers submitted in support of the motion, HEREBY ORDERS THE FOLLOWING:

4 1. The Court grants preliminary approval of the settlement based on the terms set forth in the
5 executed Amended Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement
6 Agreement"), attached as Exhibit 1 to the Supplemental Declaration of Julian Hammond in Support of
7 Plaintiffs' Motion for Preliminary Approval of Class Action Settlement filed June 28, 2024. The July 9,
8 2024 hearing is off calendar.

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 on a preliminary basis that the terms of the Settlement are fair, adequate,
12 and reasonable. The Court finds that the Settlement falls within the range of final approval and appears
13 to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing
14 and Final Approval by this Court.

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

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

27 Unpaid Wage Class: All part-time adjunct instructors employed by the University of San
28 Francisco at any time during the Class Period, defined as January 4, 2017 through
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;

Wage Statement Class: All part-time adjunct instructors employed by the University of San Francisco during the Wage Statement Class Period, defined as January 4, 2020 through September 8, 2020, who earned less than \$4,506.67 in any calendar month in which the instructor was paid wages; and (b) all part-time adjunct instructors who fell within the definition of the certified class in *Gola v. University of San Francisco*, Case No. CGC-18-565018 (San Francisco Super. Cnty. Ct.) and were omitted from the class list in that case ("Wage Statement Class Members"); and

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

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

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

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

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

10. The Court approves, both as to form and content, the Notice of Class Action Settlement (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 distribution of the Notice meets the requirements of due process, provides the

1 best notice practicable under the circumstances, and constitutes constitutionally due and sufficient notice
2 to all persons entitled thereto. The Court further orders the mailing of the Notice to the Class Members
3 by First-Class U.S. Mail and emailing of the Notice to those Class Members for whom Defendant has
4 available an email address, pursuant to the terms set forth in the Settlement and this Order.

5 11. The Court hereby preliminarily approves the proposed procedure for requesting exclusion
6 from, or opting out of, the Settlement. Any Class Member may choose to be excluded from the Settlement
7 as provided in the Notice and set forth in the Settlement. Any such person who is an Aggrieved Employee
8 and who chooses to opt out of, and be excluded from, the Settlement will not be entitled to any recovery
9 under the Settlement, except for a pro-rata portion of the Total Individual PAGA Payment Amount, and
10 will not be bound by the Settlement, except for the release of civil penalties under the PAGA, or have
11 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 12. Within ten (10) days after the Court issues this Order, Defendant shall deliver the Class
13 Data to the Settlement Administrator.

14 13. Within ten (10) business days of receiving the Class Data from Defendant, the Settlement
15 Administrator shall mail and email the Notice in the manner specified in the Settlement.

16 14. The Court orders that any Requests for Exclusion from the Settlement must be postmarked
17 no later than sixty (60) calendar days after the Notice is initially mailed to Class Members and must be
18 received by the Settlement Administrator to be valid. Class Members to whom Notice Packets are resent
19 after having been returned undeliverable to the Settlement Administrator shall have an additional fourteen
(14) calendar days beyond the Response Deadline.

20 15. Not later than five (5) business days after the Response Deadline, the Settlement
21 Administrator will inform Class Counsel and Counsel for Defendant of the total number of Class
Members who timely submitted valid Requests for Exclusion.

22 16. Any Class Member who does not timely and validly request exclusion from the Settlement
23 may object to the Settlement. Any objection must be a signed, written statement objecting to the
24 Settlement. Such written statement and all supporting briefs or other materials should be submitted to
25 the Settlement Administrator no later than the Response Deadline, i.e., sixty (60) calendar days after the
26 Notice is initially mailed to the Class. Class Members to whom Notice Packets are resent after having
27 been returned undeliverable to the Settlement Administrator shall have an additional fourteen (14)
28 calendar days beyond the Response Deadline. Any Class Member may also appear at the Final Approval

1 Hearing to have her or his objection heard by the Court.

2 17. A Final Approval Hearing shall be held before this Court on November 15, 2024 at 9:00
3 a.m. in Department 304 of the Superior Court of the State of California, County of San Francisco, located
4 at 400 McAllister Street, San Francisco, California 94102, to consider the fairness, adequacy and
5 reasonableness of the proposed Settlement preliminarily approved by this Order. Plaintiffs' Motion for
6 Approval of Attorneys' Fees, Costs, and Class Representative Service Payments shall be heard on the
7 same date and at the same time. Any party to this case, including any Class Member, may be heard in
8 person or by counsel, to the extent allowed by the Court, in support of, or in opposition to, the Court's
9 determination of the good faith, fairness, reasonableness, and adequacy of the proposed Settlement, the
10 requested Class Counsel Fees Payment and Expenses Payment, the requested Class Representative
11 Service Payments, and any order of Final Approval and Judgment regarding such Settlement, fees, costs,
12 and payment.

13 18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing
14 without further notice to Class Members, except for those Class Members who submit timely written
15 objections.

16 19. The deadline for Class Counsel to file the Motion for Final Approval and Motion for
17 Approval of Attorneys' Fees, Costs, and Class Representative Service Payments is sixteen court days
18 prior to the Final Approval Hearing.

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

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

22 22. The Court retains jurisdiction to consider all further applications arising out of or connected
23 with the Settlement.

24 23. Class Counsel shall submit a copy of this Order to the Labor and Workforce Development

1 Agency within ten days after entry of order pursuant to Labor Code section 2699(l)(3).

2 IT IS SO ORDERED.

3
4 Dated: July 5, 2024



Ethan P. Schulman
Judge of the Superior Court

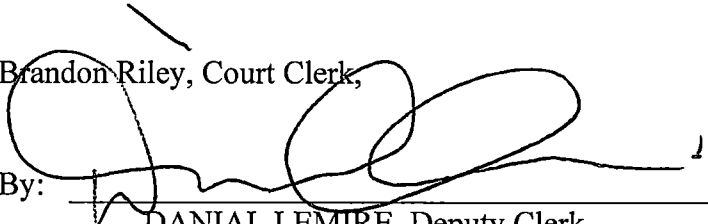
CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

I, DANIAL LEMIRE, 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 **JUL - 5 2024**, I electronically served THE ATTACHED DOCUMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **JUL - 5 2024**

Brandon Riley, Court Clerk,

By: 

DANIAL LEMIRE, Deputy Clerk