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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAY 05 2023

BY 
RAFAEL HERNANDEZ, DEPUTY

7 *Attorneys for Plaintiff and the Classes*

8
9 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN BERNARDINO**

11
12 **MONICA JACKSON**, individually and on
behalf of all others similarly situated,

13 Plaintiff,

14 v.

15
16 **UNIVERSITY OF REDLANDS**, a California
Non-Profit Corporation,

17
18 Defendant.

Case No. CIVSB2133143

~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

BY FAX

Date: April 11, 2023
Time: 10:00 a.m.
Dept. S26, Hon. David Cohn

Complaint Filed: December 1, 2021
FAC Filed: February 4, 2022
Trial Date: None Set

By Fax

1 This matter is before the Court on Plaintiff’s unopposed Motion for Preliminary Approval of
2 Class Action Settlement based on a Settlement Agreement in the above-titled case, which is attached as
3 Exhibit 1 to the Declaration of Julian Hammond in Support of Plaintiff’s Motion for Preliminary
4 Approval of Class Action Settlement. The Motion, having been fully considered by the Court, and it
5 appearing to the Court upon preliminary examination that the Settlement set forth herein is within the
6 range of reasonableness, and that a hearing should and will be held after notice to the Class to confirm
7 that the Settlement Agreement is fair, adequate, and reasonable, and to determine whether a judgment
8 should be entered in this action thereon,

9 IT IS HEREBY ORDERED THAT:

10 1. This Order hereby incorporates by reference the definitions in the Settlement Agreement,
11 and all terms used herein shall have the same meaning as set forth in the Settlement Agreement.

12 2. The Court preliminarily approves the Settlement Agreement and finds that it is within the
13 range of reasonableness as to the Class and Defendant, and is the product of good faith, arm’s length
14 negotiations between the Parties.

15 3. The Court certifies, for the purposes of this Settlement, a provisional classes defined as:
16 Reimbursement Class: “all current and former employees of Defendant in
17 California (including but not limited to Adjunct Professor Class Members) during the Reimbursement
18 Claim Period.” The Reimbursement Claim Period is the period from March 20, 2020 through to March
19 1, 2022.

20 Adjunct Professor Class: “all individuals employed by Defendant in California as
21 Adjunct Professors during the Adjunct Professor Unpaid Wages Class Period.” The Unpaid Wages Class
22 Period is the period from January 22, 2021 through to January 24, 2023.

23 The Reimbursement Class and the Adjunct Professor Class are collectively referred to
24 herein as “Class Members.”

25 4. The Court finds that for the purposes of settlement, Plaintiffs have established in the
26 moving papers and supporting declarations the requirements for certification of a provisional settlement
27 class pursuant to California Rules of Court, Rule 3.769(d).
28

1 5. The Court appoints and designates Phoenix Settlement Administrators as Settlement
2 Administrator. The Court further ~~preliminarily approves the payment of the settlement administration~~
3 costs as provided in the Settlement Agreement.

4 6. The Court appoints and designates Plaintiff Monica Jackson as the Class Representative,
5 and the law firms HammondLaw, P.C. as Class Counsel.

6 7. The Court preliminarily approves payment from the Gross Settlement Amount of the
7 Service Award to Plaintiff and payment of attorneys' fees and costs to Class Counsel as set forth in the
8 Settlement Agreement, with final approval of those awards to be determined following the class notice
9 process and the submission of a Motion for Attorneys' Fees, Costs, and Class Representative's Service
10 Award.

11 8. The Court approves the Class Notice, attached hereto and incorporated by reference, and
12 finds that the method of disseminating the Class Notice meets the requirements of due process and is the
13 best notice practicable under the circumstances.

14 9. Notice shall be provided to the Class Members in the following manner: Within 14 days
15 of entry of this Order, Defendant shall provide the Class Data list to the Settlement Administrator. Within
16 7 (seven) business days of receipt of Class Data, the Settlement Administrator will send the Class Notice
17 to the Class by first class mail.

18 10. Class Members will have forty-five (45) calendar days from the date of the first mailing
19 or fifteen (15) days from the date of the re-mailing of the Notices to postmark their requests for exclusion
20 or objections. Unless a Class Member submits a valid and timely Request for Exclusion as provided in
21 the Settlement Agreement, he or she will automatically become a Settlement Class Member. Class
22 Members who wish to be excluded from the Settlement must do so in writing and must include the Class
23 Member's first and last name, signature, address, phone number, and last four digits of Class Member's
24 social security number, as well as a statement that the Class Member does not wish to participate in the
25 Settlement. Class Members who wish to object to the Settlement must do so in writing and must include
26 the name and case number of the Action (or reasonable portion thereof), the first and last name of the
27 Class Member, last four digits of the Class Member's her social security number, and the specific
28


1 reason(s) for the objection. All exclusions and objections must be mailed to the Settlement Administrator
2 and postmarked no later than the Response Deadline. Counsel for the Parties shall file any responses to
3 any objections at the time the Motion for Final Approval is filed. Class Members may also appear in
4 Court at the Fairness Hearing to make their objection orally, without submitting a written Objection.

5 11. If any Class Member timely disputes the calculation of the settlement allocation listed on
6 his or her Class Notice, the dispute will be submitted to the Settlement Administrator, who will examine
7 the records provided by the Class Member to determine whether an error was made in the calculation,
8 and adjust any payment to be allocated if necessary. Disputes must be in writing and submitted to the
9 Settlement Administrator, postmarked on or before 30 days from the date of the mailing of the Notice or
10 10 days from the date of the re-mailing of the Notice. The Settlement Administrator's determination of
11 disputes will be final and non-appealable.

12 12. The Final Approval Hearing shall be held on 07/15 9⁰⁰ to determine
13 whether the Settlement Agreement is fair, adequate, reasonable, and should be approved. Plaintiff's
14 Motion for Approval of Attorneys' Fees, Costs, and Class Representative's Service Award shall be heard
15 on the same date and at the same time. Plaintiff's Motion for Final Approval and supporting papers, as
16 well as Plaintiff's Motion for Approval of Attorneys' Fees, Costs, and Class Representative's Service
17 Award and supporting papers, shall be filed and served at least 16 court days before the hearing.

18 **IT IS SO ORDERED.**

19 Date: 3/5, 2023

20 
21 Hon. David Cohn **DAVID COHN**
22 Judge of the Superior Court