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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

*In re University of Southern
California Tuition and Fees COVID-
19 Refund Litigation*

No. 2:20-cv-4066-DMG-PVC

**[PROPOSED] ORDER
GRANTING PLAINTIFFS' (1)
UNOPPOSED MOTION FOR
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND
FINAL JUDGMENT AND (2)
MOTION FOR ATTORNEYS'
FEES, COSTS & CLASS
REPRESENTATIVE SERVICE
AWARDS**

**Judge: Hon. Dolly M. Gee
Courtroom 8C, 8th Floor**

1 Having considered all papers filed in connection with the Final Approval
2 Hearing, including Plaintiffs’ Christina Diaz, Chile Mark Aguiniga Gomez, Injune
3 David Choi, J Julia Greenberg, Justin Kerendian, and Latisha Watson (collectively,
4 “Plaintiffs” or “Class Representatives”) Motion for Final Approval of Class Action
5 Settlement and their Motion for Attorneys’ Fees and Costs and Class Representative
6 Service Awards arguments made at the Final Approval Hearing, and upon good
7 cause shown,

8 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

9 1. The Court, for purposes of this Final Order and Judgment
10 (“Judgment”), adopts all defined terms as set forth in the Class Action Settlement
11 Agreement (“Settlement Agreement”) filed in this Action that memorializes the
12 Settlement reached in this action.

13 2. The Court has personal and subject matter jurisdiction over all claims
14 asserted in the Action, Plaintiffs, the Class Members, and Defendants the University
15 of Southern California and the Board of Trustees of the University of Southern
16 California (collectively, “Defendants”).

17 3. The Court finds that the prerequisites for a class action under Federal
18 Rules of Civil Procedure 23(a) and (b)(3) are satisfied in this case. The Court
19 therefore certifies the same Class it already certified in adversarial litigation as the
20 Settlement Class for purposes of the Settlement Agreement. That Settlement Class is
21 defined as:

22 All Students who paid or were obligated to pay tuition, fees, or other
23 costs to USC for the Spring 2020 academic term.

24 Excluded from the Settlement Class are (i) all Students who enrolled in
25 USC’s education programs that, prior to March 10, 2020, were offered
26 exclusively online, (ii) Defendant, any entity in which the Defendant
27 has a controlling interest, and Defendant’s legal representatives,
28 predecessors, successors, assigns, and non-student employees, (iii) the
Court, its employees, and (iv) any Student who previously elected to

1 opt out of the class following the Court’s September 29, 2023, order
2 certifying the class in this case.

3 The Court further finds that the Class Representatives and Berger Montague PC,
4 Hagens Berman Sobol Shapiro LLP, and The Katriel Law Firm, P.C. (collectively,
5 “Class Counsel”) adequately represent the Settlement Class for purposes of entering
6 into and implementing the Settlement.

7 4. The Court finds that the Settlement was made and entered into in good
8 faith and hereby approves the Settlement as fair, adequate, and reasonable to
9 all Class Members. No objections and only one request for exclusion was submitted,
10 which further supports the finding that the Settlement is fair, adequate, and
11 reasonable. Any Class Members who have not timely and validly requested exclusion
12 from the Class are thus bound by this Judgment.

13 **Class Notice**

14 5. Notice to Settlement Class Members has been completed in conformity
15 with the terms of the Settlement Agreement and Order Granting Preliminary
16 Approval (“Preliminary Approval Order”) to the Class Action Settlement as to
17 all Class Members who could be identified through reasonable effort. The Court
18 finds that the Notice implemented pursuant to the Agreement (i) constitutes the best
19 practicable notice under the circumstances; (ii) constitutes notice that is reasonably
20 calculated, under the circumstances, to apprise the Settlement Class of the
21 Agreement, the Settlement Class’s right to object to or opt out of the proposed
22 Agreement, and the Settlement Class’s right to appear at the Final Approval Hearing;
23 (iii) is reasonable and constitutes due, adequate, and sufficient notice to all Persons
24 entitled to receive Notice; and (iv) meets all applicable requirements of the Federal
25 Rules of Civil Procedure, the Due Process Clause of the United States Constitution,
26 and the rules of the Court. The Notice, either mailed electronically or by United
27 States Postal Service direct to Settlement Class Members, and the Settlement
28 Website, provided due and adequate notice to Settlement Class Members of the

1 proceedings and of the matters set forth therein, including the Settlement, and the
2 manner by which objections to the Settlement could be made and Settlement
3 Class Members could opt out of the Settlement. The Notice reached over 99% of the
4 Class Members and fully satisfied the requirements of due process.

5 **Objections and Requests for Exclusion**

6 6. No objections to the Settlement were submitted by Settlement
7 Class Members in accordance with the requirements set forth in the Settlement
8 Agreement and Preliminary Approval Order.

9 7. The Court finds that one valid request for exclusion from the Settlement
10 was received from Matthew Leland David Y. Gue. Accordingly, that individual is no
11 longer a Settlement Class Member, will not partake in any consideration provided by
12 the Settlement, and is not bound by this Final Judgment.

13 **Release of Claims**

14 8. Plaintiffs and all other Settlement Class Members shall have, by
15 operation of this Judgment, fully, finally, and forever released, relinquished, and
16 discharged the Released Parties from the following Released Claims:

17 Any and all actual or potential causes of action, suits, claims, liens, demands,
18 judgments, costs, damages, obligations, and all other legal responsibilities in
19 any form or nature, including but not limited to, all claims relating to or
20 arising out of any state, local, or federal statute, ordinance, regulation, or
21 claim at common law or in equity, whether past, present, or future, known or
22 Unknown Claims, asserted or unasserted, arising out of or in any way
23 allegedly related to the claims in this Action for tuition, fees, and/or costs paid
24 or incurred by or on behalf of any Settlement Class Member in connection
25 with the Spring 2020 academic term, including but not limited to all claims of
26 every nature and description whatsoever, as to all Defendant campuses,
27 schools, programs, activities, or other offerings or services and the actual or
28 alleged facts, transactions, events, matters, occurrences, acts, disclosures,
statements, representations, omissions, or failures to act that were brought or
could have been brought in the Action.

9. The Action is dismissed (including all individual claims and Settlement
Class claims presented thereby) on the merits with prejudice, without fees or costs to
any party except as provided by the terms of the Settlement Agreement and this

1 Order. And, in accordance with the terms of the Settlement Agreement, the Court
2 permanently bars and enjoins all Settlement Class Members from filing,
3 commencing, prosecuting, intervening in, or participating (as class members or
4 otherwise) in any lawsuit, arbitration, mediation, or other action in any jurisdiction
5 anywhere that is based in whole or in part on the Released Claims.

6 **Payments Pursuant to the Settlement Agreement**

7 10. The Court finds that the Settlement Fund, the Available Settlement
8 Fund Amount, and the methodology used to calculate and pay a Cash Award to
9 each Settlement Class Member are fair and reasonable, and authorizes the Settlement
10 Administrator to pay the Cash Awards to Settlement Class Members in accordance
11 with the terms of the Settlement Agreement.

12 11. If a Cash Award remains uncashed or undeliverable or to the extent
13 there are any remaining funds in the Settlement Fund after distribution of all Cash
14 Awards and Settlement Administration Expenses, such funds shall be paid by the
15 Settlement Administrator within sixty (60) days after the one hundred eighty (180)
16 day period has expired, to the USC Student Basic Needs Fund. Amounts deposited in
17 this fund will not otherwise reduce or offset any financial assistance the University of
18 Southern California plans to offer students.

19 **Attorneys' Fees, Expenses, Service Awards, And Settlement Administrator**

20 **Costs**

21 12. The Court awards attorneys' fees in the amount of \$3,330,000, to be
22 paid from the Settlement Fund, in accordance with the instructions to be provided by
23 Berger Montague PC, Hagens Berman Sobol Shapiro LLP, and The Katriel Law
24 Firm, P.C., consistent with the requirements in the Settlement Agreement (ECF No.
25 308-3) at §§ 8.1-8.2. The Court finds that this fee award is fair and reasonable under
26 the percent-of-the-fund approach after weighing the *Vizcaino* factors. The Court
27 further evaluated the reasonableness of the requested fees through a lodestar cross-

1 check. That review confirms the fee award is reasonable, especially given that the
2 approved award results in a negative multiplier, under which Class Counsel will
3 receive compensation below their billed hours at billed hours and hourly rates that the
4 Court finds are reasonable and justified.

5 13. The Court authorizes Class Counsel to allocate attorneys' fees among
6 Class Counsel, as well as The Kalfayan Law Firm, APC, Lynch Carpenter LLP, Law
7 Offices of Jennifer Duffy, Parris Law Firm, and Shegerian & Associates, Inc., in a
8 manner that, in Class Counsel's good-faith judgment, reflects each firm's
9 contribution to the prosecution and resolution of the litigation. *See, e.g., Cullen v.*
10 *RYVYL Inc.*, 2025 WL 3731036, at *19 (S.D. Cal. Dec. 19, 2025); *In re Lithium Ion*
11 *Batteries Antitrust Litig.*, 2020 WL 7264559, at *23 (N.D. Cal. Dec. 10, 2020), *aff'd*,
12 2022 WL 16959377 (9th Cir. Nov. 16, 2022).

13 14. The Court approves reimbursement of Class Counsel's documented
14 out-of-pocket expenses in an amount not to exceed \$367,780.63, to be paid from the
15 Settlement Fund to Class Counsel. (*See* ECF No. 308-3 at §§ 8.1-8.2.) The Court
16 finds that these out-of-pocket expenses were reasonably incurred in litigating this
17 action and are the type of expenses charged to and reimbursed by paying clients in
18 litigation.

19 15. The Court awards \$10,000 to each Plaintiff as a Service Award, to be
20 paid from the Settlement Fund, in recognition of the services each Plaintiff performed
21 for and on behalf of the Settlement Class Members. (*Id.*, at § 8.3.). The Court finds
22 that the Service Awards and their amount are reasonable and justified in light of the
23 risk and investment of time and effort each Plaintiff undertook to advance the
24 interests of all Settlement Class Members.

25 16. The Court approves reimbursement to the Settlement Administrator for
26 notice and claims-administration costs in an amount not to exceed \$100,000, to be
27 paid from the Settlement Fund, subject to deductions for the payment for notice costs
28

1 already made by USC in accordance with the Settlement Agreement. (*Id.*, at §
2 4.1(g).)

3 17. To the extent any objections have been interposed to the requested
4 award of attorneys’ fees, costs, and service awards, the Court overrules those
5 objections and finds the fees, costs, and service awards requested and approved
6 reasonable and justified.

7 **Other Provisions**

8 18. The parties shall implement the Settlement according to its terms.

9 19. The Court reserves exclusive and continuing jurisdiction over the
10 Action, Plaintiffs, the Settlement Class Members, and Defendants as to all matters
11 relating to administration, consummation, enforcement, and interpretation of the
12 Agreement and the Final Judgment, and for any other necessary purpose.

13 **Final Judgment**

14 20. The Court hereby enters judgment for Plaintiffs and the Class Members
15 in accordance with the terms of the Settlement Agreement, and this Order is a final
16 and appealable Order.

17 21. If the Settlement does not become Final and effective in accordance
18 with its terms, this Judgment shall be rendered null and void and shall be vacated
19 and, in such event, all related orders entered and all releases delivered in connection
20 herewith also shall be rendered null and void.

21 **IT IS SO ORDERED.**

22
23 Dated: _____, 2026

By: _____
Hon. Dolly M. Gee,
United States District Judge