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FILED
Superior Court of California
County of Los Angeles

12/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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

ALEJANDRA CHAISSON and GRACE
CHONG, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

UNIVERSITY OF SOUTHERN
CALIFORNIA,

Defendant.

Case No. 20STCV27062

CLASS ACTION

CASE ASSIGNED FOR ALL PURPOSES TO
HON. TIMOTHY P. DILLON

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: November 21, 2025
Time: 4 p.m.
Dept.: 15

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 WHEREAS, pursuant to California Rules of Court 3.769, Plaintiffs Alejandra Chaisson and
3 Grace Chong (“Plaintiffs”) and Defendant the University of Southern California (“USC” or
4 “Defendant”) (collectively the “Parties”) seek entry of an order preliminarily approving the First
5 Amended Stipulation of Settlement Agreement and Release, as amended (the “Agreement”), fully
6 executed on or about October 15, 2025 and amended on or about November 17, 2025, which,
7 together with its attached exhibits, sets forth the terms and conditions for a proposed settlement of
8 this matter; and

9 WHEREAS, the Court has reviewed and considered the papers filed in support of Plaintiffs’
10 Motion for Preliminary Approval of Settlement and its supporting exhibits (including all
11 declarations submitted, and the Agreement) (collectively the “Motion”), any response or other filing
12 related thereto, and the entire Record in this matter, the Court finds and orders as follows:

13 **FINDINGS:**

14 1. The Court finds on a preliminary basis that the Parties entered into the Agreement
15 in good faith, that the Agreement is fair, reasonable, and adequate, and that the Agreement satisfies
16 the standards and applicable requirements for preliminary approval of this class action Agreement
17 under California law, including the provisions of Code of Civil Procedure § 382 and California Rules
18 of Court, rule 3.769.

19 2. The Court finds on a preliminary basis that the Agreement falls within the range of
20 reasonableness of a settlement which could ultimately be given final approval by this Court, and
21 appears to be presumptively valid, subject only to any objections that may be raised at the Final
22 Approval Hearing and final approval by this Court.

23 3. The Court finds on a preliminary basis that, per the Agreement and as supported by
24 the Motion, USC has agreed to provide benefits to Class Members, including (1) payment of claims
25 to Class Members who submit a valid and timely Claim Forms, up to an aggregate amount of
26 \$2,000,000; (2) waivers of (or declinations to assess) 30% of late fees which are (or could have
27 been) assessed over a period of 2 years; and (3) a pause in assessing monthly finance charges for a
28 period of 10 weeks. In addition, USC also has agreed to pay notice and Claims Administrator costs

1 and Class Counsel's Attorneys' Fees and Costs of up to \$1,135,000.00 (subject to further Court
2 Approval), and any Service Award of up to \$4,000 to each of the Named Plaintiffs (subject to further
3 Court Approval).

4 4. The Court finds on a preliminary basis that the terms of the Agreement appear within
5 the range of approval, per Code of Civil Procedure § 382 and applicable law. The Courts on a
6 preliminary basis that: (1) the value of benefits to the Class Members under the Agreement is fair
7 and reasonable when balanced against the probable outcome of further litigation relating to liability
8 and damages issues, including potential appeals of those issues as well as class certification; (2)
9 significant formal and informal discovery, investigation, research, and litigation has been conducted
10 such that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
11 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by
12 further prosecution of the litigation; and (4) the Agreement has been reached as the result of
13 intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-
14 respected mediator. Accordingly, the Court preliminarily finds that the Agreement was entered into
15 in good faith.

16 **IT IS THEREFORE HEREBY ORDERED THAT:**

17 5. Defined Terms. This Preliminary Approval Order uses terms that shall have the
18 same meanings and/or definitions given to them in the Agreement, as submitted to the Court with
19 the Motion, unless otherwise specified.

20 6. Appointment of Claim Administrator. Pursuant to the Agreement, the Court
21 appoints Simpluris Inc. as the Claim Administrator to implement certain terms of the Agreement,
22 including the sending of notices to Class Members, receipt and processing of Claim Forms from
23 Class Members, and distribution of Claim Payments to Class Members.

24 7. Approved Forms. The Court approves, as to form and content: (a) the Full Notice,
25 attached as Exhibit B to the Agreement; (b) the Email Notice, attached as Exhibit C to the
26 Agreement; (c) the Post Card Notice, attached as Exhibit D to the Agreement; and (d) the Claim
27 Form, attached as Exhibit E to the Agreement.

1 8. Class Notice.

2 a. Findings Concerning Notice. The Court finds that the Class Notice should
3 be provided pursuant to the Agreement and this Order. The Court finds that the form, content, and
4 method of disseminating notice to the Class as described in this Order satisfies due process, provides
5 the best notice practicable under the circumstances, and shall constitute due and sufficient notice to
6 all persons entitled thereto. The Court further finds that the Class Notices are written in simple
7 terminology and are readily understandable by Class Members.

8 b. Notice Date. No later than the Settlement Notice Date, the Claim
9 Administrator shall provide notice to the Class pursuant to the terms of the Agreement.

10 9. Claim Form. The Court has reviewed and approves the claims administration
11 process described in Section 7 of the Agreement. The Court orders the Claim Administrator not to
12 accept any Claim Form unless it has been received by the Claim Administrator, or postmarked in a
13 mailing to the Claim Administrator, before the Claims Deadline applicable to the Claimant.

14 10. Exclusion Requests. Class Members who want to be excluded from the Settlement
15 must timely submit a written Opt-Out by postal mail to the Claim Administrator by the Opt-Out
16 Deadline stating: (a) the name and case number of the Action; (b) the full name, address, telephone
17 number, email address, and handwritten signature of the person requesting exclusion; and (c) a clear
18 statement that he/she does not wish to participate in the Settlement, postmarked by the Opt-Out
19 Deadline. If a Class Member submits both an Objection and an Opt-Out, the Opt-Out shall prevail,
20 and the Objection shall be null and void. Once submitted, an Opt-Out cannot be withdrawn. An Opt-
21 Out cannot be submitted on behalf of a Class Member, whether by another Class Member or anyone
22 purporting to act on behalf of or have authority from the Class Member.

23 11. Objections. Any written objection by a Class Member (“Objector”) to the fairness,
24 reasonableness, or adequacy of the Settlement, the Attorneys’ Fees and Costs award, or the Service
25 Award must file with the Court, and serve by postal mail upon the Claim Administrator, the
26 Objector’s written objection (“Objection”) by the Objection Deadline stating: (a) the name and case
27 number of the Action; (b) the full name, address, telephone number, and handwritten signature of
28 the Objector’s counsel (if the Objector is represented by counsel); (c) the full name, address,

1 telephone number, email address, and handwritten signature of the objecting Class Member; and
 2 (d) the grounds for the Objection, accompanied by any legal or factual support for the objection
 3 known to the Objector or his or her counsel. Any Class Member, regardless of whether he or she
 4 filed a written Objection, may attend the Final Approval Hearing and ask to be heard to make an
 5 oral Objection.

6 12. Final Approval Hearing. A Final Approval Hearing (called the Fairness Hearing in
 7 the Class Notices) on the questions of whether the proposed Settlement, Attorneys' Fees and Costs
 8 to Class Counsel, and Named Plaintiffs' Service Awards should be finally approved as fair,
 9 reasonable, and adequate as to the Class Members is hereby set in accordance with the following
 10 schedule:

Event	Timing	Date Ordered by Court
Settlement Notice Date	60 days after this Preliminary Approval Order	same
Deadline to File Motion for Attorneys' Fees and Costs and Application for Service Awards	30 days after Settlement Notice Date	same
Objection Deadline	60 days after Settlement Notice Date	same
Opt-Out Deadline	60 days after Settlement Notice Date	same
Extended Objection and Opt-Out Deadlines (for recipients of re-mailed Post Card Notices per § 7.3.d)	80 days after Settlement Notice Date	same
Claims Deadline	90 days after Settlement Notice Date	same
Extended Claims Deadline (for recipients of re-mailed Post Card Notices per § 7.3.d)	110 days after Settlement Notice Date	same
Deadline to File Motion for Final Approval	16 court days before Final Approval Hearing	same
Final Approval Hearing (Fairness Hearing)		June 17, 2026 10:00 a.m. PDT

13. No Admissions. Nothing in this Order is, or may be construed as, an admission or

1 concession on any point of fact or law by or against any Party on the merits of any claim, defense
2 or other dispute that is being resolved by the Settlement.

3 14. The Court **ORDERS** the parties to implement the Agreement according to the terms
4 of the Agreement.

5 15. The Court **ORDERS** that, pending further order of this Court, all proceedings in
6 this lawsuit, except those contemplated herein and in the Agreement, are stayed.

7 **IT IS SO ORDERED.**

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9 Dated: 12/15/2025



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12 The Honorable Timothy P. Dillon
13 Timothy Patrick Dillon / Judge
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