

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

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

No. CV 20-04066-DMG (PVCx)

**ORDER GRANTING CLASS
PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS
SETTLEMENT**

1 WHEREAS, a class action is pending before the Court styled as *In re University*
2 *of Southern California Tuition and Fees COVID-19 Refund Litigation*, Case No. CV 20-
3 4066-DMG (PVCx); and

4 WHEREAS, Plaintiffs Injune David Choi, Christina Diaz, Chile Mark Aguiniga
5 Gomez, J. Julia Greenberg, Justin Kerendian, and Latisha Watson (collectively,
6 “Plaintiffs”) and Defendants University of Southern California and The Board of
7 Trustees of the University of Southern California (collectively “Defendant”) have
8 entered into a Class Action Settlement Agreement (“Agreement”), which, together with
9 the exhibits attached thereto, set forth the terms and conditions for a proposed settlement
10 (the “Settlement”) to and dismissal of the Action with prejudice as to Defendant upon
11 the terms and conditions set forth therein and the Court having read and considered the
12 Agreement and exhibits attached thereto;

13 WHEREAS, Plaintiffs have moved the Court for an order (i) preliminarily
14 approving the Settlement under Federal Rule of Civil Procedure 23, (ii) finding that the
15 Court will likely be able to certify the Settlement Class after the Final Approval Hearing,
16 and (iii) directing notice as set forth herein;

17 WHEREAS, Defendant does not oppose the motion or requested relief;

18 WHEREAS, the Settlement appears to be the product of informed, arm’s length
19 settlement negotiations among Co-Lead Class Counsel, and counsel for Defendant,
20 which negotiations were conducted over three separate mediation sessions including
21 before Hon. Edward A. Infante (Ret.) and Hon. Suzanne H. Segal (Ret.);

22 WHEREAS, the Court is familiar with and has reviewed the record, the
23 Agreement, Plaintiffs’ Notice of Motion and Motion for Preliminary Approval of Class
24 Action Settlement, the Memorandum of Points and Authorities in Support thereof, and
25 the supporting Declarations, and has found good cause for entering this Order; and

26 WHEREAS, unless otherwise specified, all capitalized terms used herein have the
27 same meanings as set forth in the Agreement.

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

2 **Settlement Class Certification**

3 1. The Parties have agreed to the following Settlement Class definition, which
4 follows the class definition certified by the Court on September 29, 2023 [Doc. # 213]:

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

7 Excluded from the Settlement Class are (i) all Students who enrolled
8 in USC's education programs that, prior to March 10, 2020, were
9 offered exclusively online, (ii) Defendant, any entity in which the
10 Defendant has a controlling interest, and Defendant's legal
11 representatives, predecessors, successors, assigns, and non-student
12 employees, (iii) the Court, its employees, and (iv) any Student who
previously elected to opt out of the class following the Court's
September 29, 2023, order certifying the class in this case.

13 And on September 29, 2023, the Court also appointed Plaintiffs and Class Counsel as
14 class representatives and Class Counsel, respectively, after finding the requirements of
15 Federal Rules of Civil Procedure 23(a) and 23(b)(3) were met. As part of and to
16 facilitate the Settlement, the Court affirms its class certification ruling and designates
17 this previously certified Class as the Settlement Class, appoints Plaintiffs and Class
18 Counsel as Class Representatives and Class Counsel, as those terms are defined in the
19 Agreement, and continues to find that the requirements of Rules 23(a) and 23(b)(3) to
20 be met, including as follows:

21 a. The members of the Settlement Class are too numerous for their joinder
22 to be practicable;

23 b. Questions of law and fact common to the Settlement Class predominate
24 over individualized questions. Whether Defendant was unjustly
25 enriched by ceasing to offer in-person instruction and access to campus
26 facilities during portions of the Spring 2020 term are common questions
27 that predominate over individual questions for settlement purposes;

- c. Plaintiffs' claims are typical of the claims of the Settlement Class. Each claim arises from Defendant's alleged common conduct in ceasing to offer in-person instruction and full campus access during the Spring 2020 term and seeks redress for the same injury in the same form;
- d. Plaintiffs are adequate class representatives whose interests in this matter are aligned with those of the other Settlement Class Members, and the Court hereby appoints them as Settlement Class Representatives. Additionally, previously appointed Co-Lead Class Counsel, The Katriel Law, Firm, P.C., Hagens Berman Sobol Shapiro LLP, and Berger Montague PC, are hereby appointed Class Counsel for purposes of the Settlement as the Court continues to find that Class Counsel are experienced in prosecuting complex class actions, have committed the necessary resources to represent the Settlement Class, and have adequately represented the interests of the members of the Settlement Class throughout the Action; and
- e. The Court reaffirms its finding that a class action is a superior method for the fair and efficient resolution of this matter, especially given the high costs of litigation relative to the available individual recovery and the efficiencies to be gained by class treatment over a multiplicity of individual actions.

Preliminary Approval of the Settlement

2. The Settlement is the product of non-collusive, arm's-length negotiations between experienced class action attorneys who were well-informed of the strengths and weaknesses of the Action, including through extensive discovery and motion practice, and whose settlement negotiations were supervised by Hon. Edward A. Infante (Ret.) and Hon. Suzanne H. Segal (Ret.). The Settlement confers substantial benefits upon the Settlement Class and avoids the costs, uncertainty, delays, and other risks associated with continued litigation, trial and/or appeal concerning the claims at issue.

1 The Settlement falls within the range of possible recovery, compares favorably with the
2 potential recovery when balanced against the risks of continued prosecution of the
3 claims in the Action, and does not grant preferential treatment to Plaintiffs, their counsel,
4 or any subgroup of the Settlement Class.

5 3. The Court preliminarily approves the Settlement as fair, reasonable, and
6 adequate and in the best interest of Plaintiffs and the other members of the Settlement
7 Class, subject to further consideration at the Final Approval Hearing to be conducted as
8 described below.

9 **Manner and Form of Notice**

10 4. The Court approves the Notice substantially in the form attached as
11 Exhibits B and C to the Agreement. The proposed Notice Plan detailed in Section 4.1
12 *et seq.* of the Agreement, which provides for direct notice via electronic mail and first-
13 class mail (to those members of the Settlement Class for which an email address is
14 unavailable or for which electronic mailing of the Notice has twice failed) and via online
15 publication on a settlement specific website, will provide the best notice practicable
16 under the circumstances. This plan and the Notice are reasonably calculated, under the
17 circumstances, to apprise members of the Settlement Class of the pendency of the
18 Action, the effect of the proposed Settlement (including on the Released Claims); the
19 anticipated motion for attorneys' fees, reimbursement of litigation expenses, and
20 Service Awards; and their rights to participate in, opt-out of, or object to any aspect of
21 the proposed Settlement; constitute due, adequate and sufficient notice to members of
22 the Settlement Class; and satisfy the requirements of Rule 23 of the Federal Rules of
23 Civil Procedure, due process, and all other applicable laws and rules. The date and time
24 of the Final Approval Hearing shall be included in the Notice before dissemination.

25 5. The Court hereby appoints Angeion Group as Settlement Administrator to
26 carry out the Notice program, effect payment to members of the Settlement Class
27 (following the Settlement becoming Effective and per the deadlines set forth in the
28

1 Settlement), and otherwise perform all administrative tasks set forth in Section 4 of the
2 Settlement.

3 6. No later than 30 days after entry of this Preliminary Approval Order,
4 Defendant shall deposit \$50,000 into escrow to cover the costs of Notice. That amount
5 shall be paid to the Settlement Administrator as payment for the Notice printing and
6 dissemination tasks and shall be non-refundable.

7 7. Within 28 days of entry of this Preliminary Approval Order, Defendant
8 shall produce to the Settlement Administrator in electronic form the Potential Settlement
9 Class List as called for in Section 4.1 of the Agreement. The Court further **ORDERS**
10 that, to the extent needed, this Order shall constitute a “judicial order” within the
11 meaning of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34
12 C.F.R. § 99.31(a)(9), sufficient to permit USC to provide Class Members’ contact
13 information to the Notice Administrator. The Court further rules that the Notice Plan
14 outlined in Plaintiffs’ unopposed motion and the proposed Notice Form constitutes a
15 reasonable effort per 34 C.F.R. § 99.31(a)(9)(ii) to notify eligible students (or their
16 parents) of this order sufficiently in advance of disclosure of contact information and
17 student financial account information for the Spring 2020 academic term to Class
18 Counsel to allow the student (or parent) an opportunity to seek protective action,
19 including filing a motion to quash with the Court.

20 8. Within fifty-six (56) days from entry of this Preliminary Approval Order,
21 the Settlement Administrator shall cause the Notice substantially in the form of Exhibit
22 B to the Agreement to be electronically mailed to members of the Settlement Class at
23 the email address on file for such members of the Settlement Class for whom a valid
24 email address is included in the Potential Settlement Class List. Within sixty-three (63)
25 days from entry of this Preliminary Approval Order, the Settlement Administrator shall
26 cause the Notice substantially in the form of Exhibit C to the Agreement to be mailed
27 by First Class U.S. Mail to members of the Settlement Class on the Potential Settlement
28 Class List for whom a valid email address is not included in the Potential Settlement

1 Class List or for whom the Settlement Administrator becomes aware that the
2 transmission of email Notice has twice failed to reach the intended recipient.

3 9. Within fourteen (14) days from entry of this Preliminary Approval Order,
4 the Settlement Administrator shall provide Notice on the already-obtained URL
5 <https://www.uscremotelearninglawsuit.com/>, which shall be administered and
6 maintained by the Settlement Administrator and which shall provide the Settlement
7 Class the ability to submit Election Forms and to update mailing addresses. Copies of
8 this Agreement, the Email (“long-form”) Notice, the operative complaint, the motions
9 for preliminary and final approval and other pertinent documents, Court filings, and
10 orders pertaining to the Agreement (including the Motion for Attorneys’ Fee & Cost
11 Award upon its filing), shall be provided on the Settlement Website. The Notice
12 provided on the Settlement Website shall be substantially in the form of Exhibit C to
13 the Agreement.

14 10. The dates provided for herein may be extended by Order of the Court, for
15 good cause shown, without further notice to the Settlement Class.

16 The Final Approval Hearing

17 11. The Court will hold a **Final Approval Hearing on March 27, 2026** at
18 **10:00 a.m.**, at the United States District Court for the Central District of California, 350
19 West 1st Street, Los Angeles, CA, 90012, Courtroom 8C, 8th Floor, for the following
20 purposes: (i) to finally determine whether the Settlement Class satisfies the applicable
21 requirements for certification under Federal Rules of Civil Procedure 23(a) and
22 23(b)(3); (ii) to determine whether the Settlement should be approved as fair,
23 reasonable, and adequate and in the best interests of the Settlement Class; (iii) to
24 consider Class Counsel’s application for an award of attorneys’ fees, reimbursement of
25 litigation expenses, and Service Awards; and (iv) to consider any other matters that may
26 properly be brought before the Court in connection with the Settlement.

27 12. Papers in support of Class Counsel’s application for attorneys’ fees,
28 reimbursement of litigation expenses, and Service Awards shall be filed twenty-one (21)

1 days before the Objection/Opt-Out Deadline and posted on the settlement website.
2 Responses to any timely objections shall be due fourteen (14) days before the Final
3 Approval Hearing.

4 **Objections and Appearances at the Final Approval Hearing**

5 13. Any member of the Settlement Class may appear at the Final Approval
6 Hearing and show cause why the proposed Settlement should or should not be approved
7 as fair, reasonable, and adequate, or why judgment should or should not be entered, or
8 to comment on or oppose Class Counsel's application for attorneys' fees,
9 reimbursement of litigation expenses, and Service Awards. No person shall be heard or
10 entitled to contest the approval of the Settlement or, if approved, the judgment to be
11 entered approving the Settlement, Class Counsel's application for an award of attorneys'
12 fees, reimbursement of litigation expenses, and Service Awards, unless that person
13 submitted a written objection by first-class mail, postmarked to the Settlement
14 Administrator on or before one hundred and twenty-three (123) days from entry of the
15 Preliminary Approval Order (the "Objection/Opt-Out Deadline"), and sent copies of
16 such papers by mail, hand, or overnight delivery service to Class Counsel and
17 Defendant's Counsel.

18 14. The objection must be personally signed by the objector and must include:
19 (i) the objector's name and address; (ii) the name and number of the Action (*In re*
20 *University of Southern California Tuition and Fees COVID-19 Refund Litigation*, Case
21 No. CV 20-04066-DMG (PVCx), in the U.S. District Court for the Central District of
22 California); (iii) an explanation of the basis upon which the objector claims to be a
23 member of the Settlement Class; (iv) all grounds for the objection, including all citations
24 to legal authority and evidence supporting the objection; (v) the name and contact
25 information of any and all attorneys representing, advising, or in any way assisting the
26 objector in connection with the preparation or submission of the objection or who may
27 profit from the pursuit of the objection (the "Objecting Attorneys"); and (vi) a statement
28 indicating whether the objector intends to appear at the Final Approval Hearing (either

1 personally or through counsel who files an appearance with the Court in accordance
2 with the Local Rules). Members of the Settlement Class who submit objections are
3 still entitled to receive benefits under the Settlement and are bound by the Settlement if
4 it is approved.

5 15. If a member of the Settlement Class or any of the Objecting Attorneys has
6 objected to any other class action settlement where the objector or the Objecting
7 Attorneys asked for or received any payment in exchange for dismissal of the objection,
8 or any related appeal, without any modification to the settlement, then the objection
9 must include a statement identifying each such case by full case caption and amount of
10 payment received.

11 16. Attendance at the Final Approval Hearing is not necessary, but persons
12 wishing to be heard orally in connection with approval of the Settlement and/or the
13 application for an award of attorneys' fees, reimbursement of expenses, and service
14 awards must indicate in their written objection their intention to appear at the hearing.

15 **Requests For Exclusion From The Settlement Class**

16 17. A Student in the Settlement Class may request to opt out of the Settlement
17 and, therefore, of the Settlement Class by sending a written request by first-class mail,
18 postmarked to the Settlement Administrator on or before the Objection/Opt-Out
19 Deadline, i.e., one hundred and twenty-three (123) days from entry of this Preliminary
20 Approval Order. To exercise the right to opt out, a Student in the Settlement Class must
21 timely send a written request to opt out to the Settlement Administrator providing
22 his/her name and address, a signature, the name and number of the Action (*In re*
23 *University of Southern California Tuition and Fees COVID-19 Refund Litigation*, Case
24 No. CV 20-04066-DMG (PVCx), in the U.S. District Court for the Central District of
25 California), and a statement that the Student wishes to opt out of (i.e., be excluded from)
26 the Settlement Class. To be valid, a request to opt out must be postmarked or received
27 by the date specified in the Notice. A request to opt out that does not meet all of these
28 requirements, or does not contain the foregoing required information, or that is sent to

1 an address other than that designated in the Notice, or that is not postmarked within the
2 time specified, shall be invalid, and any Students serving such an invalid opt out request
3 shall be a member of the Settlement Class and shall be bound as a member of the
4 Settlement Class by the Agreement and Settlement, if approved. Any Student who
5 validly elects to opt out from this Agreement shall not: (i) be bound by any orders or
6 the Final Judgment; (ii) be entitled to relief under the Agreement or Settlement; (iii)
7 gain any rights by virtue of the Agreement or Settlement; or (iv) be entitled to object to
8 any aspect of the Agreement or Settlement. The request to opt out must be personally
9 signed by each Student requesting to opt out. So-called “mass” or “class” requests to
10 opt out shall not be allowed.

11 18. A Student is not entitled to submit both a request to opt out and an
12 objection. If a Student submits both a request to opt out and an objection, the Settlement
13 Administrator will send a letter (and email if an email address is available) that explains
14 that the Student may not make both a request to opt out and an objection and that asks
15 the Student to make a final decision whether to opt out from the Settlement Class or to
16 object to the Settlement and to inform the Settlement Administrator of that decision
17 within ten (10) days from the date of the postmark on the letter from the Settlement
18 Administrator. If the Student does not respond to that communication by letter
19 postmarked or email sent within ten (10) days after the Settlement Administrator’s letter
20 was postmarked (or by the Objection/Opt-Out Deadline, whichever is later), the Student
21 will be deemed to have chosen to opt out from the Settlement Class, and the Student’s
22 objection will not be considered, subject to the Court’s discretion. A list of Students
23 who have validly opted out shall be provided to and approved by the Court in connection
24 with the motion for final approval of the Settlement.

25 **Termination of the Settlement**

26 19. If the Settlement fails to become effective in accordance with its terms, or
27 if the Final Approval Order and Judgment of Dismissal is not entered or is reversed or
28 vacated on appeal, this Order shall be null and void, the Agreement shall be deemed

1 terminated, and the Parties shall return to their positions without any prejudice, as
2 provided for in the Agreement.

3 **Limited Use of this Order**

4 20. The fact and terms of this Order or the Settlement, all negotiations,
5 discussions, drafts and proceedings in connection with this Order or the Settlement,
6 and any act performed or document signed in connection with this Order or the
7 Settlement or Agreement, shall not, in this or any other Court, administrative agency,
8 arbitration forum, or other tribunal, constitute an admission, or evidence, or be deemed
9 to create any inference (i) of any acts of wrongdoing or lack of wrongdoing, (ii) of any
10 liability on the part of Defendant to Plaintiffs, the Settlement Class, or anyone else, (iii)
11 of any deficiency of any claim or defense that has been or could have been asserted in
12 this Action, (iv) of any damages or absence of damages suffered by Plaintiffs, the
13 Settlement Class, or anyone else, or (v) that any benefits obtained by the Settlement
14 Class under the Settlement represent the amount that could or would have been
15 recovered from Defendant in this Action if it were not settled at this time. The fact and
16 terms of this Order or the Settlement, and all negotiations, discussions, drafts, and
17 proceedings associated with this Order or the Settlement, including the judgment and
18 the release of the Released Claims provided for in the Settlement Agreement, shall not
19 be offered or received in evidence or used for any other purpose in this or any other
20 proceeding in any court, administrative agency, arbitration forum, or other tribunal,
21 except as necessary to enforce the terms of this Order, the Final Approval Order and
22 Judgment of Dismissal, and/or the Settlement.

23 21. No Party or counsel to a Party in this Action shall have any liability to any
24 member of the Settlement Class for any action taken substantially in accordance with
25 the terms of this Order.

26 **Reservation of Jurisdiction**

27 22. The Court retains exclusive jurisdiction over the Action to consider all
28 further matters arising out of or connected with the Settlement.

Schedule

The Court hereby sets the following schedule:

November 5, 2025	Deadline for Settlement Administrator to provide Notice on the settlement website.
November 19, 2025	Deadline for Defendant to produce a Potential Settlement Class List to the Settlement Administrator.
November 21, 2025	Deadline for Defendant to deposit \$50,000 into Escrow to cover the costs of Notice.
December 17, 2025	Deadline for Settlement Administrator to email Notice to members of the settlement class.
December 24, 2025	Deadline for Settlement Administrator to mail (by First Class U.S. Mail) Notice to members of the Settlement Class for whom a valid email address is unavailable or for which electronic mailing of the Notice has twice failed.
January 30, 2026	Deadline for Class Counsel to file their Motion for Attorneys' Fee, reimbursement of litigation expenses, and Service Awards. Class Counsel shall post this information on the settlement website.
February 20, 2026	Deadline for Class Members to postmark objections or opt-outs.
February 20, 2026	Deadline for Class Counsel to file their Motion for Final Approval of Class Settlement.
March 13, 2026	Deadline for responses to any timely filed objections.
March 27, 2026 at 10 AM	Final Approval Hearing

IT IS SO ORDERED.

DATED: October 22, 2025

Dolly M. Gee
DOLLY M. GEE
CHIEF UNITED STATES DISTRICT JUDGE