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15 Attorneys for Defendants University of Southern California  
16 and University of Southern California Alumni Association

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
18 COUNTY OF LOS ANGELES, CENTRAL DISTRICT  
19

20 BRIAN RALSTON, individually and on  
21 behalf of all others situated,

22 Plaintiff,

23 v.

24 UNIVERSITY OF SOUTHERN  
CALIFORNIA, a California Corporation; and  
25 UNIVERSITY OF SOUTHERN  
CALIFORNIA ALUMNI ASSOCIATION,  
26 form of entity unknown,

27 Defendants.  
28

Case No. 22STCV18066

**FIRST AMENDED SETTLEMENT  
AGREEMENT**

1 Plaintiff Brian Ralston (“Ralston” or “Plaintiff”) and defendants University of Southern  
2 California (“USC”) and University of Southern California Alumni Association (“USCAA”)  
3 (collectively with USC, “Defendants”) (Plaintiff and Defendants are referred to together as the  
4 “Parties”), hereby enter into this Settlement Agreement (“Settlement” or “Agreement”) to resolve  
5 this class action.

6 **I. BACKGROUND TO THIS AGREEMENT**

7 1. On June 1, 2022, Plaintiff Ralston filed this class action in the Superior Court of the  
8 State of California, County of Los Angeles, Central District, against Defendants on behalf of  
9 himself and all other similarly situated graduates of USC’s Graduate Certificate (“GRCT”)  
10 Programs from the years 2000 to the present (the “Class”). Plaintiff brought claims against  
11 Defendants alleging Breach of Contract, Breach of the Implied Covenant of Good Faith and Fair  
12 Dealing, Negligent Misrepresentation, Consumers Legal Remedies Act Violation of Cal. Civ.  
13 Code §§ 1750, et seq., False Advertising Violation of Cal. Bus. & Prof. Code §§ 17500 et seq.,  
14 and Unfair Competition Violation of Cal. Bus. & Prof. Code §§ 17200 et seq. Plaintiff sought  
15 damages, restitution, and injunctive relief in the form of (i) reinstating in and/or providing  
16 membership to the USCAA for himself and the Class, with all alumni benefits appertaining  
17 thereto, including without limitation all benefits enjoyed by degreed alumni (“USCAA/Alumni  
18 Status”), which Plaintiff alleges Defendants improperly revoked and/or failed to provide for  
19 himself and the Class, and (ii) modification of USC and USCAA’s advertising to ensure that any  
20 such advertising relating to the GRCT Programs accurately describes the benefits available to  
21 GRCT graduates.

22 2. On June 17, 2022, the Court issued the Initial Status Conference Order (Complex  
23 Class Action) and an accompanying Minute Order, which, among other things, set the Initial  
24 Status Conference for August 5, 2022.

25 3. Thereafter, the Parties conferred and agreed to participate in early mediation. In  
26 light of that agreement, the Parties stipulated to extend the Initial Status Conference and the Court  
27 re-set it for November 4, 2022.

28

1           4.       To continue their settlement efforts, on October 21, 2022, the Parties stipulated to  
2 further extend the Initial Status Conference, and the Court re-set it for December 9, 2022.

3           5.       On November 10, 2022, the Parties participated in mediation with JAMS neutral  
4 Elliot K. Gordon, Esq. While the Parties were unable to fully resolve their dispute at that  
5 mediation, they continued to negotiate in good faith and agreed to return for a second day of  
6 mediation on December 14, 2022.

7           6.       To continue their settlement efforts, on December 1, 2022, the Parties stipulated to  
8 further extend the Initial Status Conference, and the Court re-set it for January 17, 2023.

9           7.       On December 14, 2022, the Parties participated in a second day of mediation with  
10 mediator Gordon. Following extensive settlement negotiations, by the end of the mediation, the  
11 Parties reached a tentative agreement to settle on a class-wide basis, including agreement on  
12 certification of the Class, as defined in this Agreement. In January 2023, the Parties reached a  
13 final settlement, the terms of which are memorialized in this Agreement.

14           8.       On January 10, 2023, the Parties stipulated again to extend the Initial Status  
15 Conference, and the Court re-set it for February 16, 2023.

16           9.       On February 16, 2023, the Court held an Initial Status Conference where the Parties  
17 informed the Court that they had reached a settlement. The Court scheduled the filing of the  
18 Parties' motion for preliminary approval of this Settlement for May 1, 2023. The Parties  
19 subsequently requested an extension to file the motion for preliminary approval by August 1,  
20 2023.

21           10.      Based upon their experience and an informed evaluation of the Class Members'  
22 claims, including the potential damages and injunctive relief that could be available were this case  
23 to proceed to trial, and the substantial risks of continued litigation and delay, including the risk  
24 that the claims, if not settled now, might result in a less substantial recovery or no recovery at all,  
25 Plaintiff and Class Counsel determined that this Agreement is fair and reasonable and in the best  
26 interests of the Class as a whole.

27           11.      Defendants did not answer or respond to the Complaint, but deny Plaintiff's  
28 individual and class allegations and claims for relief. Defendants' arguments and positions have

1 been advanced and debated at length during settlement negotiations, including over the course of  
2 two mediation sessions.

3 12. While Defendants deny that they have engaged in any wrongdoing, they have  
4 agreed to this Settlement because of the substantial expense of litigation, the length of time  
5 necessary to resolve the issues presented, and the inconvenience involved.

## 6 **II. DEFINITIONS**

7 13. As used herein, the following terms have the meaning set forth below, and the  
8 plural of any defined term includes the singular thereof and the singular of any defined term  
9 includes the plural thereof.

10 14. Agreement or Settlement means this Settlement Agreement and the terms and  
11 conditions contained herein.

12 15. Bookstore Coupon means a \$50.00 coupon redeemable online or at USC  
13 bookstores, to be issued to each Settlement Class Member in accordance with the terms and  
14 conditions of this Agreement. The Class Notice will provide Settlement Class Members with  
15 instructions regarding how to request a printed coupon via U.S. Mail, to be redeemed in person at  
16 on-campus USC bookstores. Settlement Class Members that do not request a printed coupon will  
17 receive an e-coupon redeemable online at [www.USCBookstore.com](http://www.USCBookstore.com) (with the exception of those  
18 Settlement Class Members who receive Class Notice via U.S. Mail and do not respond to the  
19 notice by providing an email address, who will receive a printed coupon via U.S. Mail). The  
20 Bookstore Coupon is limited to one coupon per Settlement Class Member; has no cash value;  
21 cannot be used for textbooks or course materials; cannot be combined with any other coupons,  
22 discounts, offers, or promotions; is valid for one-time use only; is void if altered, copied, or  
23 transferred; and is not redeemable for gift card purchase. The Class Notice will clearly state in  
24 ALL CAPS that the Bookstore Coupon is valid for one-time use only.

25 16. Class means all individuals who completed a USC GRCT Program, did not  
26 otherwise have a degree from USC, and whose USCAA membership was revoked and/or not  
27 provided to them from January 1, 2000 to the date of the Preliminary Approval Order. Defendants  
28

1 represent that the number of class members as of May 3, 2023 is 1,631. However, depending on  
2 the date of the Preliminary Approval Order, this number may change.

3 17. Class Counsel means Singian Law, located at 1055 E. Colorado Blvd., Ste. 500,  
4 Pasadena, CA 91106, and Stuart Alban Law, located at 87 N. Raymond Ave., Ste. 200, Pasadena,  
5 CA 91103. Class Counsel can be contacted by phone at (626) 844-5050 or at  
6 lizelle@singianlaw.com.

7 18. Class Member means an individual who completed a USC GRCT Program, did not  
8 otherwise have a degree from USC, and whose USCAA membership was revoked and/or not  
9 provided to him/her/them from January 1, 2000 to the date of the Preliminary Approval Order.

10 19. Class Notice means the Court-approved form of notice to the Class Members,  
11 substantially similar to Exhibit A (“Email Notice”) and Exhibit B (“U.S. Mail Notice”). The  
12 parties anticipate that the U.S. Mail Notice will only be used to alert those Class Members that do  
13 not have an email address on file with Defendants, or who have had their Email Notices returned  
14 as undeliverable, that they need to provide the Settlement Administrator with an updated email  
15 address to receive information and benefits associated with this Settlement. The Class Notice will  
16 notify the Class of, among other things, the agreement of the Parties to certify the Class, how to  
17 request a printed Bookstore Coupon, preliminary approval of the Settlement, and scheduling of the  
18 Final Approval Hearing.

19 20. Class Representative means the individual Brian Ralston.

20 21. Complaint means the complaint filed in this case on June 1, 2022.

21 22. Court means the Superior Court of California, County of Los Angeles, Central  
22 Division.

23 23. Defendants means University of Southern California and University of Southern  
24 California Alumni Association.

25 24. Defense Counsel means the law firm Sheppard, Mullin, Richter & Hampton LLP,  
26 located at 333 South Hope Street, 43rd Floor, Los Angeles, CA 90071-1422. Defense Counsel  
27 Moe Keshavarzi can be contacted by phone at (213) 620-1780 or at  
28 mkeshavarzi@sheppardmullin.com.

1           25.     Effective Date means the later of the deadline for filing an appeal of the Final  
2 Approval Order entered in this case in the California Court of Appeal, or the date upon which any  
3 appeals of the Final Approval Order have been finally resolved through the issuance of a remittitur  
4 by the California Court of Appeal.

5           26.     Final Approval Hearing means a hearing held before the Court to consider final  
6 approval of the Agreement, whether and in what amount attorneys’ fees and expenses should be  
7 awarded to Class Counsel, and the merits of any objections to the Agreement.

8           27.     Final Approval Order means an order issued by the Court, finding that the terms of  
9 this Agreement are fair, reasonable, and adequate to the Class, ordering that the settlement relief  
10 set forth in Section III be provided to the Settlement Class, and approving the releases set forth in  
11 Section V below.

12           28.     Judgment means issuance by the Court of a judgment following entry of a Final  
13 Approval Order, which constitutes a dismissal of this action and a judgment within the meaning  
14 and for the purposes of the Code of Civil Procedure §§ 557, 581d, 904.1(a) and Rule 3.769(h) of  
15 the California Rules of Court.

16           29.     Membership Reinstatement means reinstatement and/or instatement of membership  
17 in the USCAA/Alumni Status as to all of the Class Members. Each Class Members’ membership  
18 in the USCAA will include such benefits that he/she/they enjoyed or would have enjoyed during  
19 the Settlement Class Period as a graduate of a USC GRCT Program, will be subject to all rules of  
20 membership as set forth in all current and future bylaws, and will subject Class Members to the  
21 same standards of membership as every other member of the USCAA.

22           30.     Preliminary Approval of this Agreement means that the Court has entered an order  
23 (the “Preliminary Approval Order”) preliminarily approving the terms and conditions of this  
24 Agreement, including the form and manner of providing Class Notice.

25           31.     Settlement Administrator means American Legal Claim Services, LLC.

26           32.     Settlement Class Member means a Class Member who has not submitted a valid  
27 opt-out request as set forth in Section IV below.

28

1           33.     Settlement Class Period means the period from January 1, 2000 through the date of  
2 entry of the Preliminary Approval Order.

3 **III.    CONSIDERATION FOR SETTLEMENT**

4           34.     In full and complete settlement of all claims in this case, the Parties agree to the  
5 following terms.

6           35.     Class Certification: Defendants agree to stipulate to certification of Plaintiff's  
7 proposed Class, consisting of individuals who completed a USC Graduate GRCT Program, did not  
8 otherwise have a degree from USC, and whose USCAA membership was revoked and/or not  
9 provided from January 1, 2000 to the entry of the Preliminary Approval Order. Defendants also  
10 agree to stipulate to the appointment of the firms Singian Law and Stuart Alban Law as Class  
11 Counsel, and the appointment of Plaintiff Brian Ralston as Class Representative. Defendants'  
12 stipulation to certification of the Class and appointment of Class Counsel is conditioned on the  
13 execution and filing by the Court of the Final Approval Order and is made for the sole purpose of  
14 attempting to effectuate this Settlement. In the event that the Court does not execute and file the  
15 Final Approval Order or in the event that the Final Approval Order does not become final for any  
16 reason whatsoever, or is modified in any material respect, Defendants' stipulation to certification  
17 of the Class shall be deemed void and shall be of no force or effect whatsoever, and shall not be  
18 referred to or utilized for any purpose whatsoever, specifically including, without limitation, any  
19 later attempt by or on behalf of Plaintiff to seek class certification in this or any other matter.

20           36.     Injunctive Relief/Membership Reinstatement/Advertising:

21           A.     Membership Reinstatement: Defendants will reinstate and/or provide full  
22 USCAA/Alumni Status, as defined in this Agreement, to all Class Members within forty-five (45)  
23 days of the Preliminary Approval Order (which includes, among other things, providing such  
24 Class Members with instructions on how to register for the USCAA online alumni portal,  
25 currently called FightOnline, and subsequently the ability to search for Class Members on the  
26 online alumni portal), and prior to the Effective Date. Each Class Members' membership in the  
27 USCAA will include such benefits that he/she/they enjoyed or would have enjoyed during the  
28 Settlement Class Period as a graduate of a USC GRCT Program, will be subject to all rules of

1 membership as set forth in all current and future bylaws, and will be subject to the same standards  
2 of membership as every other member of the USCAA.

3 B. Advertising: Defendants will, within sixty (60) days of the Final Approval  
4 Order, ensure that USC/USCAA’s advertising relating to the GRCT Programs accurately  
5 describes the benefits available to GRCT graduates.

6 37. Bookstore Coupon: Subject to the rights and limitations set forth in this  
7 Agreement, each Settlement Class Member shall be compensated with a Bookstore Coupon.  
8 Settlement Class Members with a valid email address shall have sixty (60) days from the date of  
9 delivery of the Class Notice to request a printed coupon. Those Settlement Class Members that  
10 receive Class Notice via U.S. Mail and do not respond to the notice by providing a valid email  
11 address will receive a printed coupon via U.S. Mail. Defendants will deliver (either by U.S. Mail  
12 or email) the Bookstore Coupon to each Settlement Class Member within one hundred and twenty  
13 (120) days of the Preliminary Approval Order, and prior to the Effective Date.

14 38. Class Representative’s Service Award: Defendants will pay a service award in the  
15 amount of \$2,500.00 to the Class Representative (the “Service Award”).

16 39. Attorneys’ Fees and Expenses: Class Counsel may apply to the Court for an award  
17 of reasonable attorneys’ fees and expenses (the “Fee and Expense Award”) to be paid by  
18 Defendants in an amount not to exceed \$165,000 (comprised of \$151,000 in fees and \$14,000 in  
19 expenses), Defendants shall not object to such award not to exceed said amount, and Class  
20 Counsel shall not request or accept an award in excess of said amount. Any motion for attorneys’  
21 fees and expenses shall be filed no later than fourteen (14) days before the objection and opt out  
22 deadline.

23 40. Timing of Payments: Following the Court’s Final Approval Order, Defendants  
24 shall pay Class Counsel’s Fee and Expense Award, as well as the Service Award to Class Counsel,  
25 within thirty (30) days of receipt of all necessary payment and routing information – including  
26 receipt of signed, valid, current W-9 Forms (revised as of October 2018) from both Class Counsel  
27 and Plaintiff – notwithstanding the existence of any pending or forthcoming appeals or collateral  
28 attack on the Agreement, the Fee and Expense Award, or the Service Award. If the Final



1 Approval Order is vacated, overturned, reversed, or rendered void or unenforceable as a result of  
2 an appeal, or if the Agreement is voided, rescinded, or otherwise terminated, then Class Counsel  
3 shall, within thirty (30) days, repay to Defendants the Fee and Expense Award it received plus any  
4 interest Class Counsel earned on that amount. If the Fee and Expense Award is reduced on  
5 appeal, but all other terms of the Agreement remain in full effect, Class Counsel shall only repay  
6 the portion of the Fee and Expense Award by which it is reduced.

7 41. Denial of Liability: Defendants deny Plaintiff's individual and class allegations  
8 and claims for relief, including, but not limited to, all allegations arising from, or in any way  
9 related to, Defendants' revocation of the Class Members' membership in the USCAA.

10 42. Release: Class Representative and the Settlement Class Members shall release and  
11 discharge Defendants and their affiliates as set forth in Section V below.

12 43. Settlement Administrator: Plaintiff and Class Counsel shall be responsible for  
13 directing the Settlement Administrator to, among other things, provide notice as set forth herein,  
14 as well as the opt-out process, including such Settlement Administrator receiving and maintaining  
15 on behalf of the Court and the Parties any Class Member correspondence regarding opt-out  
16 requests from the Settlement Class, as well as a maintaining a website that provides basic  
17 information to the Class and the public concerning key information including "Important  
18 Documents" (Settlement Notice, Settlement Agreement, Complaint, Motion for Attorneys' Fees  
19 and Expenses and for Service Award, and other key Court Documents), key dates, and Online  
20 Submission Form for Class Members to submit Updated Email Addresses. Defendants shall be  
21 responsible for, among other things, administering the Membership Reinstatement and distributing  
22 the Bookstore Coupon, as described herein. Plaintiff and Defendants agree to share equally  
23 between them (i.e., 50% borne by Plaintiff and 50% borne by Defendants) the cost of settlement  
24 administration, including all fees and costs associated with the Settlement Administrator.

25 44. Nothing in this Agreement creates a claim by any person against the Class  
26 Representative, Class Counsel, Defendants, or Defense Counsel based on any distribution or  
27 award made in accordance with this Agreement and the Exhibits attached hereto, and all relief  
28 shall be solely as provided in this Agreement.

1 **IV. CLASS NOTICE, OBJECTIONS, OPT OUTS, AND SETTLEMENT**  
2 **ADMINISTRATION**

3 45. Class Notice. Within fourteen (14) days of entry of the Preliminary Approval  
4 Order, Defense Counsel shall provide to the Settlement Administrator the last known email and  
5 mailing addresses for the Class. Within thirty (30) days of entry of the Preliminary Approval  
6 Order, the Settlement Administrator will disseminate Email Notice to Class Members via email in  
7 a form substantially similar to that set forth in Exhibit A hereto (or U.S. Mail Notice in a form  
8 substantially similar to that set forth in Exhibit B hereto to any Class Members for whom  
9 Defendants do not have an email address). Within fourteen (14) days thereafter, the Settlement  
10 Administrator will disseminate U.S. Mail Notice to any Class Members for whom the Email  
11 Notice was returned as undeliverable.

12 46. Objections to Settlement. Any Class Member who wishes to object to this  
13 Agreement and/or to be heard must serve a written objection upon the Settlement Administrator  
14 at: Ralston v USC, c/o Settlement Administrator, P.O. Box 23489, Jacksonville, FL 32241, within  
15 ninety (90) days of entry of the Preliminary Approval Order, or within such deadline as has been  
16 ordered by the Court in its Preliminary Approval Order. Any such objection shall state the name,  
17 address, and telephone number of the Class Member, and shall provide a clear statement of each  
18 objection asserted, including the grounds for each objection and the reasons, if any, for requesting  
19 the opportunity to appear and be heard at the Final Approval Hearing.

20 47. Opt Outs. Any Class Member who submits a valid opt out request, as described in  
21 the Class Notice, to the Settlement Administrator at: Ralston v USC, c/o Settlement Administrator,  
22 P.O. Box 23489, Jacksonville, FL 32241, within ninety (90) days of entry of the Preliminary  
23 Approval Order, or within such deadline as has been ordered by the Court in its Preliminary  
24 Approval Order, shall be excluded from the Settlement Class. Class Members who opt out of this  
25 Settlement shall not be permitted to object to this Settlement. In the event that more than ten  
26 percent (10%) of the Class Members submit valid opt-out requests, this Agreement shall be

1 voidable at Defendants' election, provided that Defendants provide notice to Class Counsel of  
2 such election on or before seven (7) days prior to the Final Approval Hearing.

3 48. Final Approval Order and Judgment. Following Preliminary Approval and  
4 dissemination of Class Notice, the Class Representative shall move for entry of a Final Approval  
5 Order approving this Agreement, finding it to be fair, reasonable, adequate, and binding on all  
6 Settlement Class Members, and ordering the settlement relief provided for in Section III of this  
7 Agreement. In conjunction with the papers filed in support of Final Approval of this Settlement,  
8 Class Counsel shall file a list of those Class Members who, pursuant to the method for opting out  
9 described herein, have excluded themselves from the Settlement Class in a valid and timely  
10 manner, and shall file a declaration attaching all timely objections received by Class Counsel.  
11 Upon entry of a Final Approval Order, a Judgment shall be entered approving the releases as set  
12 forth herein, including the claims of the Class Representative and Settlement Class Members.  
13 Pursuant to this Judgment, the Court shall retain jurisdiction over the Parties to enforce the terms  
14 of the Judgment.

15 **V. RELEASES**

16 49. Release of Claims. Upon the Effective Date, Class Representative and the  
17 Settlement Class Members shall release and discharge Defendants and their parents, successors,  
18 assigns, attorneys, accountants, insurers, representatives, affiliates, partners, officers, directors,  
19 stockholders, trustees, employees, and agents, and each of them, from any and all actions, causes  
20 of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises,  
21 liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys' fees, arising from,  
22 or in any way related to, Plaintiff's Complaint and/or Defendants' revocation of the Settlement  
23 Class Members' membership in the USCAA during the Settlement Class Period.

24 50. Section 1542 Waiver. Class Representative and the Settlement Class Members  
25 expressly waive the protection of Section 1542 of the California Civil Code and expressly waive  
26 and release any rights or benefits arising thereunder. California Civil Code Section 1542 states:

27  
28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
2 THAT THE CREDITOR OR RELEASING PARTY DOES NOT  
3 KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT  
4 THE TIME OF EXECUTING THE RELEASE AND THAT, IF  
5 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
6 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
7 OR RELEASED PARTY.

8 Class Representative and the Settlement Class Members acknowledge that they are aware that they  
9 may hereafter discover facts different from, or in addition to, those which they or their attorneys  
10 now know or believe to be true with respect to the matters released in Paragraph 48 above, and  
11 agree that the releases so given in Paragraph 48 above shall be and remain in effect as full and  
12 complete releases of their respective claims, notwithstanding any such different or additional facts.

13 51. Enforcement of Agreement. None of the above releases include releases of claims  
14 to enforce the terms of the Settlement. Further, pursuant to the entry of the Judgment, the Court  
15 shall retain exclusive jurisdiction to enforce, interpret, and implement this Agreement, including  
16 any alleged violations, any disputes, and the terms of any order entered pursuant to this  
17 Agreement. The Parties and any Settlement Class Member who has not validly opted-out shall not  
18 file any action or case in any other court seeking to enforce, interpret, or implement this  
19 agreement, including any alleged violations, any disputes, and the terms of any order entered  
20 pursuant to this Agreement.

21 **VI. ADDITIONAL TERMS**

22 52. Effect if Settlement Not Approved. This Agreement was entered into only for  
23 purposes of settlement. Should this Agreement not receive final Court approval for any reason, or  
24 if this Agreement is canceled or terminated or is overturned on appeal, or does not become final  
25 for any reason, this Agreement shall be null and void and of no force and effect, and nothing  
26 herein shall be deemed to prejudice the position of any of the Parties with respect to the litigation  
27 or otherwise, and no term or condition of this Agreement or any draft hereof, or discussion,  
28 negotiation, documentation, or other part or aspect of the Parties' settlement discussion shall have  
any effect, nor shall any such matter be admissible in evidence for any purpose in this litigation, or  
in any other proceeding.

1           53.     Reasonable Efforts. The Parties' counsel shall use their reasonable efforts to cause  
2 the Court to grant Preliminary Approval of this Agreement as promptly as practicable, to take the  
3 steps contemplated by this Agreement to effectuate the Settlement on the stated terms and  
4 conditions, and to obtain Final Approval of this Settlement.

5           54.     Stay of Proceedings. The Parties agree that, except as necessary to consummate,  
6 implement, and enforce the Agreement, all proceedings in this litigation will be stayed, unless  
7 otherwise ordered by the Court.

8           55.     Change of Time Periods and Administrative Process. The time periods and/or  
9 dates described in this Agreement with respect to the giving of notices and hearings, as well as the  
10 administrative process of Membership Reinstatement and distributing the Bookstore Coupon, are  
11 subject to approval and change by the Court or by written agreement of Class Counsel and  
12 Defense Counsel without notice to Class Members.

13           56.     Time for Compliance. If the date for performance of any act required by or under  
14 this Agreement falls on a Saturday, Sunday, or Court holiday, that act may be performed on the  
15 next business day with the same effect as if it had been performed on the day or within the period  
16 of time specified by or under this Agreement. Further, the Parties reserve the right, by agreement  
17 and subject to the Court's approval, to grant any reasonable extensions of time that might be  
18 needed to carry out any of the provisions of this Agreement.

19           57.     No Admission of Liability. This Agreement reflects, among other things, the  
20 compromise and settlement of disputed claims among the Parties hereto, and neither this  
21 Agreement nor any actions taken to carry out this Settlement are intended to be, nor may they be  
22 deemed or construed to be, an admission of concession of liability, or the validity of any claim, or  
23 defense, or of any point of fact or law on the part of any Party.

24           58.     Successors and Assigns. This Agreement shall inure to the benefit of and shall be  
25 binding on the predecessors, successors, and assigns of the Parties hereto, and each of them. This  
26 Agreement is not intended to constitute a third-party beneficiary contract.

27           59.     Entire Agreement. The Exhibits to this Agreement are an integral part of this  
28 Agreement and are hereby incorporated. The terms and conditions set forth in this Agreement and

1 Exhibits hereto constitute the complete and exclusive statement of the agreement between the  
2 Parties hereto relating to the subject matter of this Settlement, superseding all previous  
3 negotiations and understandings, and may not be contradicted by evidence of any prior or  
4 contemporaneous agreement. The Parties further intend that this Agreement and Exhibits hereto  
5 constitute the complete and exclusive statement of its terms as between the Parties hereto, and that  
6 no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any,  
7 involving this Agreement. Any modification of the Agreement must be in writing signed by the  
8 Parties hereto.

9       60.     Severability. If any of the terms or provisions of this Agreement are found to be  
10 legally unenforceable, the remaining terms and conditions shall nevertheless be fully enforceable  
11 without regard to any such provision or term that is found to be legally unenforceable.

12       61.     Execution in Counterparts. The Parties may execute this Agreement in  
13 counterparts and/or by electronic means, and execution of counterparts shall have the same force  
14 and effect as if all Parties had signed the same instrument.

15       62.     Voluntary Execution. This Agreement is executed voluntarily by each of the  
16 Parties without any duress or undue influence on the part, or on behalf, of any of them. The  
17 Parties represent and warrant to each other that they have read and fully understand the provisions  
18 of this Agreement and have relied on the advice and representation of legal counsel of their own  
19 choosing. Each of the Parties has cooperated in the drafting and preparation of this Agreement and  
20 has been advised by counsel regarding the terms, effects, and consequences of this Agreement.  
21 Accordingly, in any construction to be made of this Agreement, this Agreement shall not be  
22 construed as having been drafted solely by any one or more of the Parties.

23       63.     Waiver, Modification and Amendment. No provision hereof may be waived unless  
24 in writing signed by all Parties hereto. Waiver of one provision herein shall not be deemed to be a  
25 waiver of any other provision herein. This Agreement may be modified or amended only by a  
26 written agreement executed by the Parties affected thereby.

27       64.     Notices. All notices to the Parties or counsel required by this Agreement, shall be  
28 made in writing and communicated by email or first-class mail to the following addresses:

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If to Class Representative or Class Counsel:

Lizelle S. Brandt  
Singian Law  
1055 E. Colorado Blvd., Ste. 500  
Pasadena, CA 91106  
Telephone: (626) 844-5050  
lizelle@singianlaw.com

If to Defendants or Defense Counsel:

Moe Keshavarzi  
Sheppard, Mullin, Richter & Hampton LLP  
333 South Hope Street, 43rd Floor  
Los Angeles, CA 90071-1422  
Telephone: (213) 620-1780  
mkeshavarzi@sheppardmullin.com

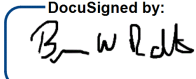
65. Governing Law. This Settlement shall be governed by the laws of the State of California.

*\*\*\* signature page follows \*\*\**

1 IN WITNESS HEREOF the undersigned, being duly authorized, have caused this  
2 Agreement to be executed on the dates show below and agree that it shall take effect upon the last  
3 date of execution of any of the undersigned.

4 **CLASS REPRESENTATIVE**

5 Dated: 10/27/2023  
6 \_\_\_\_\_

By:   
011B111E4823411  
7 \_\_\_\_\_  
8 Brian Ralston

8 **DEFENDANTS**

9 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
10 Name: \_\_\_\_\_

11 UNIVERSITY OF SOUTHERN  
12 CALIFORNIA


13 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
14 Name: \_\_\_\_\_

15 UNIVERSITY OF SOUTHERN  
16 CALIFORNIA ALUMNI  
17 ASSOCIATION

17 **APPROVED AS TO FORM**

18 Dated: 10/27/2023  
19 \_\_\_\_\_

By:   
B59DBE2A993C410  
20 \_\_\_\_\_

21 Lizelle S. Brandt  
22 SINGIAN LAW  
23 1055 E. Colorado Blvd., Ste. 500  
24 Pasadena, CA 91106

25 *Attorneys for Class Representative and  
26 the Class*

27 Dated: \_\_\_\_\_

By: \_\_\_\_\_

28 Moe Keshavarzi  
SHEPPARD, MULLIN, RICHTER &  
HAMPTON LLP  
333 South Hope Street, 43rd Floor  
Los Angeles, CA 90071-1422

*Attorneys for Defendants USC and  
USCAA*



1 IN WITNESS HEREOF the undersigned, being duly authorized, have caused this  
2 Agreement to be executed on the dates show below and agree that it shall take effect upon the last  
3 date of execution of any of the undersigned.

4 **CLASS REPRESENTATIVE**

5 Dated: \_\_\_\_\_

By: \_\_\_\_\_

6 Brian Ralston

7 **DEFENDANTS**

8  
9 Dated: October 30, 2023

By: 

10 Name: Andrew T. Guzman

11 UNIVERSITY OF SOUTHERN  
12 CALIFORNIA

13 Dated: \_\_\_\_\_

By: \_\_\_\_\_

14 Name: \_\_\_\_\_

15 UNIVERSITY OF SOUTHERN  
16 CALIFORNIA ALUMNI  
17 ASSOCIATION

18 ***APPROVED AS TO FORM***

19 Dated: \_\_\_\_\_

By: \_\_\_\_\_

20 Lizelle S. Brandt  
21 SINGIAN LAW  
22 1055 E. Colorado Blvd., Ste. 500  
23 Pasadena, CA 91106

*Attorneys for Class Representative and  
the Class*

24 Dated: 10/31/2023

By: 

25 Moe Keshavarzi  
26 SHEPPARD, MULLIN, RICHTER &  
27 HAMPTON LLP  
28 333 South Hope Street, 43rd Floor  
Los Angeles, CA 90071-1422

*Attorneys for Defendants USC and  
USCAA*

# EXHIBIT A

**Sender Email:** [Ralston v USC c/o Settlement Administrator's preferred email]

**Sender Name:** Ralston v USC c/o Settlement Administrator

**Subject Line:** Notice of Class Action Settlement re Ralston v. University of Southern California

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Notice ID: [Notice ID number]

**Notice of Class Action Settlement**  
**Ralston v. University of Southern California, et al.**  
**Case No. 22STCV18066**

**You have been identified as someone who completed a University of Southern California (“USC”) Graduate Certificate Program, did not otherwise have a degree from USC, and whose membership in the USC Alumni Association was revoked and/or not provided on or after January 1, 2000**

*This class action settlement may affect your rights.*  
**PLEASE READ THIS NOTICE CAREFULLY.**

A California Superior Court authorized this notice. This is not an advertisement.

**SUMMARY:** Brian Ralston (“Plaintiff”), a graduate of a Graduate Certificate (“GRCT”) program at USC, brought this lawsuit against USC and the USC Alumni Association (“USCAA”) (collectively referred to as “Defendants”), claiming that Defendants improperly revoked his membership in the USCAA, as well as the membership of other GRCT program graduates. Plaintiff sought damages, restitution, and injunctive relief in the form of reinstatement of membership in the USCAA for himself and the Class, with all accompanying Alumni benefits. Defendants dispute Plaintiff’s claims and deny all liability to Plaintiff and the Class. The Court has not determined whether Defendants are liable on any of Plaintiff’s claims, but Plaintiff and Defendants have, after extensive negotiations, decided to resolve their dispute and agree that this Settlement is fair, adequate, reasonable, and in the best interests of Plaintiff, the Class, and Defendants, who recognize the value of maintaining a positive relationship with their alumni.

As explained in greater detail below and in the attached documents, the proposed Settlement resolves the claims that were or could have been raised in this lawsuit, stipulates to certification of the Class and appointment of Class Counsel, and provides for: (1) reinstatement of membership in the USCAA to all Class Members; and (2) issuance of a \$50.00 electronic coupon to the USC Bookstore redeemable online at [www.USCBookstore.com](http://www.USCBookstore.com) (or, if requested, a printed coupon redeemable at on-campus USC bookstores) for all Class Members who do not opt out of the Settlement. Other than having to request a printed version of the \$50 coupon, Settlement Class Members do not have to submit claims to obtain these Settlement benefits. Defendants will also ensure that USC/USCAA’s advertising relating to the GRCT Programs accurately describes the benefits available to GRCT graduates.

**WHO IS INCLUDED?** The Settlement Class is defined as all 1,631 individuals who completed a USC GRCT Program, did not otherwise have a degree from USC, and whose USCAA membership was revoked and/or not provided to him/her/them from January 1, 2000 to [the date of the Preliminary Approval Order], who do not exclude themselves from the Settlement Class.

**WHAT CAN I GET?** Under the proposed Settlement, Defendants have agreed to: (1) reinstate and/or instate membership in the USCAA/Alumni Status to all of the 1,631 Class Members, and (2) issue a \$50.00 electronic coupon to the USC Bookstore (redeemable online or at USC bookstores) to all Class Members who do not opt out of the Settlement (the “Bookstore Coupon”). Class Members’ reinstated and/or instated membership in the USCAA will include such benefits that he/she/they enjoyed or would have enjoyed during the Settlement Class Period as a graduate of a USC GRCT Program, will be subject to all rules of membership, as set forth in all current and future bylaws, and will subject Class Members to the same standards of membership as every other member of the USCAA. Settlement Class Members that do not specifically request a printed coupon will receive an e-coupon that is redeemable online at [www.USCBookstore.com](http://www.USCBookstore.com). E-coupons will be sent to Settlement Class Members via email to the last known email address Defendants have on file, and no action is required by Settlement Class Members to receive an e-coupon. For those Settlement Class Members that want a printed coupon redeemable in person at on-campus USC bookstores, they must send a written request within sixty (60) days from the date of delivery of this notice to request a printed coupon in the manner detailed below. The Bookstore Coupon is limited to one coupon per Settlement Class Member; has no cash value; cannot be used for textbooks or course materials; cannot be combined with any other coupons, discounts, offers, or promotions; IS VALID FOR ONE-TIME USE ONLY; is void if altered, copied, or transferred; and is not redeemable for gift card purchase.

**DO I HAVE TO SUBMIT A CLAIM?** No. Membership in the USCAA will automatically be reinstated to all Class Members within forty-five (45) days of [the Preliminary Approval Order]. As detailed above, an electronic version of the \$50.00 Bookstore Coupon (or e-coupon), redeemable at [www.USCBookstore.com](http://www.USCBookstore.com), will be emailed to all Class Members who do not opt out of the Settlement and who do not request a printed coupon at the email address on file within one hundred and twenty (120) days of [the Preliminary Approval Order]. You do not have to submit a claim of any kind to receive membership in the USCAA or the e-coupon. For those Settlement Class Members that do not opt out of the Settlement but want a printed coupon redeemable in person at on-campus USC bookstores, they do not have to submit a claim to receive membership in the USCAA, but they must send a written request for a printed coupon to the “Settlement Administrator” (Ralston v USC c/o Settlement Administrator, P.O. BOX 23489, Jacksonville, FL 32241), and their written request must include the case name (*Ralston v. University of Southern California, et al.*, Los Angeles Superior Court, Case No. 22STCV18066), the Settlement Class Member’s name, and the Settlement Class Member’s address and phone number. Settlement Class Members shall have sixty (60) days from the date of delivery of this notice to request a printed coupon; otherwise they will receive the \$50 e-coupon redeemable at [www.USCBookstore.com](http://www.USCBookstore.com).

**YOUR OTHER OPTIONS:**

*Exclusion from the Settlement Class:* If you want to keep the right to sue or continue to sue Defendants about the legal issues in this litigation on your own, you will need to exclude yourself from or “opt out” of the Settlement Class. To exclude yourself, you must mail or email a signed,

written request for exclusion to the Settlement Administrator by **90 days from Preliminary Approval**, saying that you want to be excluded from the settlement class in the matter entitled *Ralston v. University of Southern California, et al.*, Los Angeles Superior Court, Case No. 22STCV18066.

*Objection to the Settlement:* If you do not exclude yourself from the Settlement Class, you may object to the Settlement (or some part of it). By objecting, you are asking the Court not to approve the Settlement in its current form. If you are a Settlement Class Member and submit a timely objection, the Court will consider your views. Settlement Class Members who object to the Settlement will still receive reinstatement of USCAA membership and may still receive the \$50.00 Bookstore Coupon. However, Class Members cannot both object to the Settlement and exclude themselves from the Settlement Class. To object to the Settlement, submit a written objection to the Settlement Administrator by **90 days from Preliminary Approval** via mail or email explaining why you do not like the Settlement.

Be sure to include your name, address, email address, and telephone number, and write to the Settlement Administrator pursuant to the relevant instructions above by email at \_\_\_\_\_ or by first class mail at: Ralston v USC c/o Settlement Administrator, P.O. BOX 23489, Jacksonville, FL 32241.

**DO I HAVE AN ATTORNEY?** The Court appointed the law firms Singian Law and Stuart Alban Law to serve as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**PAYMENTS TO CLASS REPRESENTATIVE AND CLASS COUNSEL:** In conjunction with this Settlement, Class Counsel will ask the Court to order Defendants to pay: (1) a \$2,500 service award to the Class Representative, and (2) reasonable attorneys' fees and expenses incurred in litigating this case, up to \$165,000, to Class Counsel. Any service award provided to the Class Representative, as well as fees and expenses awarded to Class Counsel, will not impact the Settlement benefits to Settlement Class Members described above.

**THE COURT'S FINAL APPROVAL HEARING:** The Court has scheduled a Final Approval Hearing to decide whether to approve the Settlement and Class Counsel's requested fees and expenses. The hearing will be held at **[:] .m. on [, 2023**, in Department 12 of the Superior Court of the State of California, County of Los Angeles, Central District, Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012. If there are objections to the Settlement or to Class Counsel's fees and expenses, the judge will consider them. You may attend, and you may ask to speak, but you do not have to. If you send an objection, you do not have to come to Court to talk about it. As long as your written objection was received on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required. The Final Approval Hearing may be moved to a different time or date, in which case you will receive an email providing notice of the same. Finally, you may seek to intervene in the action, but you are not required to intervene to make an objection.

**WHEN WILL THE SETTLEMENT BE EFFECTIVE?** The Settlement will become effective only after it has been finally approved by the Court and any appeals have been resolved in favor

of the Settlement. The appeals process can take time, perhaps more than a year. Please be patient. If your email address changes before you receive the Bookstore Coupon, please provide your updated email address to the Settlement Administrator by email at \_\_\_\_\_.

**WHAT HAPPENS IF I DO NOTHING?** If you do nothing, you will not have the right to pursue another case against Defendants about the claims that were raised in this litigation. Your USC Alumni Association membership will be reinstated within forty-five (45) days of [the Preliminary Approval Order] and you will receive an electronic version of the \$50.00 Bookstore Coupon within one hundred and twenty (120) days of [the Preliminary Approval Order].

**THIS IS ONLY A SUMMARY.** This Notice summarizes the proposed Settlement. For more details, you may write to Class Counsel by email at [lizelle@singianlaw.com](mailto:lizelle@singianlaw.com) or by first class mail at: Lizelle S. Brandt, Singian Law, 1055 E. Colorado Blvd., Ste. 500, Pasadena, CA 91106.

\*\*\*

*Si necesita esta noticia en Español,  
favor de contactar los abogados de la Clase en Cuestion*

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR CLERK OF THE COURT.  
DIRECT ALL INQUIRIES TO CLASS COUNSEL OR AN ATTORNEY OF YOUR OWN  
CHOOSING.**

**For more information, including to update your email address for receiving the Bookstore Coupon, please visit [www.\[TBDwebsite\].com](http://www.[TBDwebsite].com)**

# EXHIBIT B

**CLASS ACTION SETTLEMENT NOTICE**  
***Ralston v. University of Southern California, et al.***  
**Case No. 22STCV18066**

You have been identified as someone who completed a University of Southern California (“USC”) Graduate Certificate Program, did not otherwise have a degree from USC, and whose membership in the USC Alumni Association was revoked and/or not provided on or after January 1, 2000

**\*\*\*YOUR EMAIL ADDRESS IS REQUIRED TO RECEIVE ONE OF THE BENEFITS OF THE PROPOSED SETTLEMENT\*\*\***

*This class action settlement may affect your rights.*  
**PLEASE READ THIS NOTICE CAREFULLY.**

A California Superior Court authorized this notice. This is not an advertisement.

**SUMMARY:** Brian Ralston (“Plaintiff”), a graduate of a Graduate Certificate (“GRCT”) program at USC, brought this lawsuit against USC and the USC Alumni Association (“USCAA”) (collectively referred to as “Defendants”), claiming that Defendants improperly revoked his membership in the USCAA, as well as the membership of other GRCT program graduates. Plaintiff sought damages, restitution, and injunctive relief in the form of reinstatement of membership in the USCAA for himself and the Class, with all accompanying Alumni benefits. Defendants dispute Plaintiff’s claims and deny all liability to Plaintiff and the Class. The Court has not determined whether Defendants are liable on any of Plaintiff’s claims, but Plaintiff and Defendants have, after extensive negotiations, decided to resolve their dispute and agree that this Settlement is fair, adequate, reasonable, and in the best interests of Plaintiff, the Class, and Defendants, who recognize the value of maintaining a positive relationship with their alumni.

As explained in greater detail below and in the attached documents, the proposed Settlement resolves the claims that were or could have been raised in this lawsuit, stipulates to certification of the Class and appointment of Class Counsel, and provides for: (1) reinstatement of membership in the USCAA to all Class Members; and (2) issuance of a \$50.00 electronic coupon to the USC Bookstore redeemable online at [www.USCBookstore.com](http://www.USCBookstore.com) (or, if requested, a printed coupon redeemable at on-campus USC bookstores) for all Class Members who do not opt out of the Settlement. Other than having to request a printed version of the \$50 coupon, Settlement Class Members do not have to submit claims to obtain these Settlement benefits. Defendants will also ensure that USC/USCAA’s advertising relating to the GRCT Programs accurately describes the benefits available to GRCT graduates.

**\*\*\*Please provide your updated email address to the Settlement Administrator by email at: [SETTLEMENT ADMINISTRATOR EMAIL] in order to receive the \$50.00 USC Bookstore Coupon.\*\*\***



**WHO IS INCLUDED?** The Settlement Class is defined as all 1,631 individuals who completed a USC GRCT Program, did not otherwise have a degree from USC, and whose USCAA membership was revoked and/or not provided to him/her/them from January 1, 2000 to [the date of the Preliminary Approval Order], who do not exclude themselves from the Settlement Class.

**WHAT CAN I GET?** Under the proposed Settlement, Defendants have agreed to: (1) reinstate and/or instate membership in the USCAA/Alumni Status to all of the 1,631 Class Members, and (2) issue a \$50.00 electronic coupon to the USC Bookstore (redeemable online or at USC bookstores) to all Class Members who do not opt out of the Settlement (the “Bookstore Coupon”). Class Members’ reinstated and/or instated membership in the USCAA will include such benefits that he/she/they enjoyed or would have enjoyed during the Settlement Class Period as a graduate of a USC GRCT Program, will be subject to all rules of membership as set forth in all current and future bylaws, and will subject Class Members to the same standards of membership as every other member of the USCAA. Settlement Class Members that do not specifically request a printed coupon will receive an e-coupon that is redeemable online at [www.USCBookstore.com](http://www.USCBookstore.com). E-coupons will be sent to Settlement Class Members via email to the last known email address Defendants have on file, and no action is required by Settlement Class Members to receive an e-coupon. For those Settlement Class Members that want a printed coupon redeemable in person at on-campus USC bookstores, they must send a written request within sixty (60) days from the date of delivery of this notice to request a printed coupon in the manner detailed below. The Bookstore Coupon is limited to one coupon per Settlement Class Member; has no cash value; cannot be used for textbooks or course materials; cannot be combined with any other coupons, discounts, offers, or promotions; IS VALID FOR ONE-TIME USE ONLY; is void if altered, copied, or transferred; and is not redeemable for gift card purchase.

**DO I HAVE TO SUBMIT A CLAIM?** No. Membership in the USCAA will automatically be reinstated to all Class Members within thirty (30) days of [the Preliminary Approval Order]. As detailed above, an electronic version of the \$50.00 Bookstore Coupon (or e-coupon), redeemable at [www.USCBookstore.com](http://www.USCBookstore.com), will be emailed to all Class Members who do not opt out of the Settlement and who do not request a printed coupon at the email address on file within one hundred and twenty (120) days of [the Preliminary Approval Order]. You do not have to submit a claim of any kind to receive membership in the USCAA or the e-coupon **but a valid email address must be on file with the Settlement Administrator (Ralston v USC c/o Settlement Administrator, P.O. BOX 23489, Jacksonville, FL 32241) and you are receiving this notice because we were unable to contact you via email.** For those Settlement Class Members that are receiving this notice via U.S. Mail and that do not opt out of the Settlement but want a printed coupon redeemable in person at on-campus USC bookstores, they do not have to submit a claim to receive membership in the USCAA and the Bookstore Coupon; they can (i) do nothing, and a printed copy of the coupon will be mailed to them at their last known address via U.S. Mail, or (ii) they can send a written request for a printed coupon to the Settlement Administrator and such requests must include the case name (*Ralston v. University of Southern California, et al.*, Los Angeles Superior Court, Case No. 22STCV18066), the Settlement Class Member’s name, and the Settlement Class Member’s address and phone number. Settlement Class Members shall have sixty (60) days from the date of delivery of this notice to request a printed coupon (if they provide a current, valid mailing address); otherwise they will receive the \$50 e-coupon redeemable at

[www.USCBookstore.com](http://www.USCBookstore.com) if they provide an updated email address, or if they do nothing, they will receive a \$50 printed coupon via U.S. Mail to their last known address.

**YOUR OTHER OPTIONS:**

*Exclusion from the Settlement Class:* If you want to keep the right to sue or continue to sue Defendants about the legal issues in this litigation on your own, you will need to exclude yourself from or “opt out” of the Settlement Class. To exclude yourself, you must mail or email a signed, written request for exclusion to the Settlement Administrator by **90 days from Preliminary Approval**, saying that you want to be excluded from the settlement class in the matter entitled *Ralston v. University of Southern California, et al.*, Los Angeles Superior Court, Case No. 22STCV18066.

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Be sure to include your name, address, email address, and telephone number, and write to the Settlement Administrator pursuant to the relevant instructions above by email at [SETTLEMENT ADMINISTRATOR EMAIL] or by first class mail at: Ralston v USC, c/o Settlement Administrator, P.O. BOX 23489, Jacksonville, FL 32241.

**DO I HAVE AN ATTORNEY?** The Court appointed the law firms Singian Law and Stuart Alban Law to serve as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

**PAYMENTS TO CLASS REPRESENTATIVE AND CLASS COUNSEL:** In conjunction with this Settlement, Class Counsel will ask the Court to order Defendants to pay: (1) a \$2,500 service award to the Class Representative, and (2) reasonable attorneys’ fees and expenses incurred in litigating this case, up to \$165,000, to Class Counsel. Any service award provided to the Class Representative, as well as fees and expenses awarded to Class Counsel, will not impact the Settlement benefits to Settlement Class Members described above.

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**THIS IS ONLY A SUMMARY.** This Notice summarizes the proposed Settlement. For more details, you may write to Class Counsel by email at [lizelle@singianlaw.com](mailto:lizelle@singianlaw.com) or by first class mail at: Lizelle S. Brandt, Singian Law, 1055 E. Colorado Blvd., Ste. 500, Pasadena, CA 91106

\*\*\*

*Si necesita esta noticia en Español, favor de contactar los abogados de la Clase en Cuestion*

**PLEASE DO NOT CALL OR WRITE THE JUDGE OR CLERK OF THE COURT.  
DIRECT ALL INQUIRIES TO CLASS COUNSEL OR AN ATTORNEY OF YOUR OWN  
CHOOSING.**

**For more information, including to update your email address for receiving the Bookstore Coupon, please visit [www.\[TBDwebsite\].com](http://www.[TBDwebsite].com)**