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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

15
16 BRIAN RALSTON, individually and on
behalf of all others situated,

17 Plaintiff,

18 v.

19 UNIVERSITY OF SOUTHERN
20 CALIFORNIA, a California Corporation; and
UNIVERSITY OF SOUTHERN
21 CALIFORNIA ALUMNI ASSOCIATION,
form of entity unknown,

22 Defendants.

Case No. 22STCV18066

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND
SERVICE AWARD; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT
THEREOF; DECLARATIONS OF LIZELLE
BRANDT, ANDREW KUBIK, COURTNEY
STUART-ALBAN, JUAN PABLO ALBAN,
AND BRIAN RALSTON**

Date: July 16, 2024

Time: 10:30 a.m.

Dept: SSC Dept. 12

Judge: Hon. Carolyn B. Kuhl

1 **PLEASE TAKE NOTICE** that on July 16, 2024, at 10:30 a.m., or as soon thereafter as the
2 matter may be heard in Department 12 of the above-captioned Court, located at 312 North Spring Street,
3 Los Angeles, CA 90012, Plaintiff and Class Representative Brian Ralston will move and hereby does
4 move the Court for:

5 1. An award to class counsel Singian Law and Stuart Alban Law (collectively, “Class
6 Counsel”) of their attorneys’ fees in the amount of one-hundred fifty-one thousand dollars (\$151,000), to
7 be paid by Defendants University of Southern California (“USC”) and the USC Alumni Association
8 (“USCAA”) (collectively, “Defendants”), as fair and reasonable compensation for Class Counsel’s
9 success in securing both a pecuniary and nonpecuniary benefit on a large class of persons (1,822) as well
10 as the general public in the form of corrective advertising.

11 a. Class Counsel’s attorneys’ fees are warranted and authorized under California’s
12 Consumer Legal Remedies Act, which provides that “[t]he court shall award court costs and
13 attorney’s fees to a prevailing plaintiff in litigation filed pursuant to this section.” *See* Cal. Civ.
14 Code § 1780 (e); *see also Hayward v. Ventura Volvo*, 108 Cal.App.4th 509, 512 [133
15 Cal.Rptr.2d 514] (2003). (“The legislative policy to allow prevailing plaintiffs reasonable
16 attorney's fees is clear. Section 1780 provides remedies for consumers who have been victims of
17 unfair or deceptive business practices. The provision for recovery of attorney's fees allows
18 consumers to pursue remedies in cases as here, where the compensatory damages are relatively
19 modest. To limit the fee award to an amount less than that reasonably incurred in prosecuting
20 such a case, would impede the legislative purpose underlying section 1780.”).

21 b. Class Counsel’s fees are also warranted and authorized under California Civil
22 Code Section 1021.5 because this action has resulted in “significant benefit” that is both
23 “pecuniary and nonpecuniary” “conferred on the general public” AND “a large class of persons.”
24 (1,822) (Cal. Civ. Code § 1021.5(a)); where the “necessity and financial burden of private
25 enforcement” make the award appropriate (Cal. Civ. Code §1021.5 (b)), and where such fees will
26 not and “should not in the interest of justice be paid out of the recovery.” Cal. Civ. Code
27 §1021.5 (c).

1 c. The amount Class Counsel seeks is less than their reasonable lodestar fees, and it
2 is an amount to which Defendants agreed in the First Amended Settlement Agreement executed
3 on or about October 31, 2023 (“Settlement Agreement”) they would not object.

4 2. An award to Class Counsel of their litigation costs and expenses, in the amount of
5 fourteen-thousand dollars (\$14,000), to be paid by Defendants, an amount to which Defendants agreed
6 in the Settlement Agreement they would not object; and

7 3. A service award to Class Representative Brian Ralston, in the amount of two-thousand
8 five-hundred dollars (\$2,500), an amount to which Defendants agreed in the Settlement Agreement that
9 they would not object.

10 This motion is made on the grounds that the requested fees are fair, reasonable and appropriate in
11 light of the work done for the class, which will ultimately benefit an estimated 1,822 individuals in
12 addition to the general public. This motion for attorneys' fees is based the amount of time Class Counsel
13 worked on the matter, at reasonable hourly rates that are below the Laffey Matrix market rates listed for
14 Counsel’s level of experience, where the Laffey Matrix rates are low for the relevant geographic legal
15 market of Los Angeles. The litigation costs and expenses are also justified in light of the results
16 obtained; the significant risks posed by the litigation, and the necessity and financial burden of private
17 enforcement, which would have been unreasonably born by an hourly-paying client in ordinary
18 litigation. The significant contribution of the class representative, Mr. Ralston, during this case justifies
19 the proposed class representative service award. Defendants agreed in October 2023 to the fees that
20 Class Counsel now seeks, and Class Counsel has not increased the amount of its fees request despite
21 unforced errors and delays not attributable to Class Counsel. Lastly, payment of any of the foregoing
22 amounts will not and should not impact any of the settlement benefits to the Class Members.

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1 This motion shall be based on this Notice, the Memorandum of Points and Authorities below, the
2 accompanying Declarations of Lizelle S. Brandt, Andrew J. Kubik, Courtney Stuart-Alban, Juan Pablo
3 Alban and Brian Ralston; all other papers and records in the Court's file; and such other and further
4 matters as may be presented at the hearing.

5
6 Date: March 20, 2024

SINGIAN LAW

7
8 By: 
9 Lizelle S. Brandt
Andrew J. Kubik
10 *Counsel for Plaintiff and the Class*

11
12 Date: March 20, 2024

STUART ALBAN LAW


13
14 By: 
15 Courtney Stuart-Alban
Juan Pablo Alban
16 *Counsel for Plaintiff and the Class*

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Class Counsel hereby ask the Court for fair and reasonable compensation consisting of: (1) out-
4 of-pocket costs expended pursuing this litigation; (2) attorneys' fees in an amount based on: (i) an
5 hourly rate well beneath the Los Angeles market rate for attorneys of commensurate skill and
6 experience, and (ii) a total number of hours that is less than the actual number of hours expended to
7 achieve the notable success; and finally, (3) a moderate service award to Brian Ralston who was
8 instrumental as a representative plaintiff in the success achieved for the Class.

9 Class Counsel's effective litigation effort resulted in a class consisting of 1,822 graduates of the
10 University of Southern California's ("USC") graduate certificate ("GRCT") programs ("Class
11 Members") receiving membership in the USC Alumni Association ("USCAA"), with all of its attendant
12 benefits ("Membership Benefits").

13 USC has long promoted membership in the elite USCAA network as an enticement to enrollment
14 at USC, and its value is undeniable and certain, though it is admittedly difficult to quantify. One of the
15 most important Membership Benefits, for instance, is inclusion of the Class Members in the USCAA
16 membership directory ("Directory") and access to the related USCAA online portal. The Directory
17 benefit enables USC alumni to search for and network with other USC alumni in a variety of professions
18 or interest categories, and to be identified in response to the search queries of other alumni, while the
19 online portal includes a local message board where members can post job opportunities or events that
20 USC alumni might be interested, and is searchable by other USC alumni. While the Directory and
21 online portal are examples of Membership Benefits that hold value that is difficult to quantify without
22 expert testimony and complex damages models, other Membership Benefits are certain and quantifiable,
23 such as a 10% discount at the USC bookstore and at all on campus eateries. Moreover, along with the
24 full panoply of USCAA membership, Class Members will also receive a \$50 coupon to the USC
25 Bookstore (which they can enjoy along with their 10% lifetime alumni discount).

26 But the success that Class Counsel achieved is not limited to the benefits obtained for Class
27 Members. Class Counsel also succeeded in obtaining significant injunctive relief benefitting the general
28 public in the form of corrective advertising clarifying whether GRCT graduates will receive USCAA

1 membership benefits going forward. As USC is an extremely popular university that boasts over 80,000
2 applicants this past year for their undergraduate program alone, this injunctive relief requiring clear and
3 transparent promotional messaging can be expected to benefit a significant segment of the general public
4 as well. See <https://www.usc.edu/we-are-usc/the-university/facts-and-stats/>, last accessed March 20,
5 2024.

6 Finally, Class Counsel’s diligent advocacy and oversight – even after the parties agreed on
7 settlement terms and preliminary approval was granted – resulted in (1) the addition of 363 Class
8 Members, or a 25% increase, to the Class (from 1,459 to 1,822), and (2) assurances from USC that all
9 Class Members will be sent instructions on how to access their alumni profiles and benefits; whereas,
10 this information was initially not included in the case of Class Members who USC did not have an email
11 address on file with USC. Brandt Decl. ¶ 15.

12 **II. STATEMENT OF FACTS**

13 On June 1, 2022, Plaintiff Brian Ralston filed this class action against Defendants USC and the
14 USCAA (collectively, “Defendants”), on behalf of himself and all other similarly-situated graduates of
15 USC’s GRCT programs from the years 2000 to the present (the “Class”). Plaintiff brought claims
16 against Defendants alleging Breach of Contract, Breach of the Implied Covenant of Good Faith and Fair
17 Dealing, Negligent Misrepresentation, Consumers Legal Remedies Act Violation of Cal. Civ. Code §§
18 1750, et seq., False Advertising, Violation of Cal. Bus. & Prof. Code §§17500 et seq., and Unfair
19 Competition Violation of Cal. Bus. & Prof. Code §§17200 et seq. Plaintiff sought damages, restitution,
20 and injunctive relief in the form of (i) reinstating and/or providing membership to the USCAA for
21 himself and the Class, with all alumni benefits, including without limitation all benefits enjoyed by
22 degreed alumni (“USCAA/Alumni Status”), which Plaintiff claimed Defendants improperly revoked
23 and/or failed to provide for himself and the Class, and (ii) modifying USC and USCAA’s advertising to
24 ensure that advertising relating to the GRCT Programs accurately describes the alumni benefits available
25 to GRCT graduates.

26 After nearly two rounds of mediation, the parties entered into settlement of this class action
27 litigation, which the Court has preliminarily approved. See First Amended Settlement Agreement dated
28

1 October 31, 2023 (“Settlement Agreement” or “Settlement”), Order dated November 9, 2023, as well as
2 Stipulation and Order Extending Settlement Timetable dated December 8, 2023 and Brandt Decl. ¶¶11-
3 12 and Exhs. A and B thereto.

4 The Settlement confers significant benefits to the Class. Defendants will reinstate or instate the
5 alumni status and Membership Benefits to an estimated 1,822 Class Members. Indeed, as of the date of
6 this filing, and pursuant to the Settlement, the 1,822 Class Members have already had their USC Alumni
7 membership reinstated by USC. Class Counsel understands that such reinstatement occurred on or
8 about February 20, 2024, although some class members report having received their reinstatement as
9 early as February 19, 2024. See Brandt Decl. ¶31, Ralston Decl. ¶20.

10 Among other benefits, listing the Class Members in and giving them access to the exclusive USC
11 Directory and online portal goes to the heart of what this class action sought to accomplish. USC is a
12 prestigious institution that is highly competitive to get into (as noted above, USC boasts over 80,000
13 applications and a 10% admission rate for its Fall 2023 Freshman class). Being a Member of the
14 USCAA and being able to network with other Members provides a benefit that may be difficult to
15 measure without expensive experts and complex damage models, but the fact that USCAA Membership
16 holds pecuniary value is impossible to deny.

17 Prior to February 20, 2024, when the class Membership Benefits were restored, Plaintiff Brian
18 Ralston felt he could not confidently tell other professionals or prospective employers who graduated
19 from USC that he too graduated from USC, because anyone with access to the Directory who conducted
20 a search and didn't find him would question his credibility. Ralston Decl. ¶22. Now, with this
21 Settlement, Plaintiff Ralston, and his fellow 1,822 Class Members will not only appear in response to
22 those Directory search queries, they will also able to use the Directory to search for and network with a
23 variety of professionals and potential employers in their field. The Directory also includes a feature that
24 allows members to directly message other USC alumni. This value cannot be overstated.

25 For example, Plaintiff Brian Ralston has already utilized the Directory to reach out to fellow
26 USC alums. Ralston Decl. ¶ 24. The Directory's robust search function allows users to search for
27 verified USC alumni by Name, School, Degree, Major, Class Year, Location (by Country, City, and/or
28 State), Employment (by Industry, Job Title, or Organization), and by the alumnus' involvement at USC

1 (e.g. Campus Groups, Fraternities). *Id.* Mr. Ralston, who is a music composer in film and TV, has been
2 able to conduct Directory searches filtering by year of graduation from the USC School of Cinema,
3 which is the number one of the top film schools in the country according to industry publications. *Id.*
4 (See [https://www.hollywoodreporter.com/movies/movie-news/best-american-film-schools-ranked-2023-](https://www.hollywoodreporter.com/movies/movie-news/best-american-film-schools-ranked-2023-1235559013/)
5 [1235559013/](https://www.hollywoodreporter.com/movies/movie-news/best-american-film-schools-ranked-2023-1235559013/) - USC was ranked the Number 2 Film School on August 11, 2023 by the Hollywood
6 Reporter. Last accessed March 20, 2024.) Mr. Ralston has also been able to search for USC alumni who
7 identify prominent film studios as their place of employment. *Id.* Or he can choose to filter searches by
8 "Movie Director" -- and then directly reach out to those alumni through the direct message feature. *Id.*

9 The Directory also provides a networking and social benefit. *Id.* For instance, a USC alumnus
10 who lives in London might want to see what other USC alumni list London as their location to possibly
11 network or meet up with. Members of a particular USC fraternity can search for all USC alumni in a
12 particular industry, or geographic region. *Id.* New benefits continue to be added to USC alumni
13 Membership Benefits, and the "Trojan Network," appears to be a recent benefit - a private USC alumni-
14 only platform that appears similar to LinkedIn and boasts over 19,769 users. *Id.*

15 Moreover, Class Members will have their USCAA membership reinstated automatically, without
16 waiting to screen for objections to the settlement or requiring Class Members to opt in or take any
17 additional steps. See Brandt Decl. at ¶¶11-12 and Exh. A First Amended Settlement, at Exhibit A
18 thereto, Email Notice of Class Action Settlement at P.3 "Objection to the Settlement" and at Exhibit B
19 Mail Class Action Settlement Notice at P. 3 "Objection to Settlement."

20 But the Directory's benefits are not the only Membership Benefits. Other benefits include a 10%
21 discount on campus, access to exclusive business partner discounts, as well as various free services that
22 only USC alumni members can access). Information regarding the full array of USCAA membership
23 benefits can be found at the USC Alumni Association website here: [https://alumni.usc.edu/alumni-](https://alumni.usc.edu/alumni-benefits/)
24 [benefits/](https://alumni.usc.edu/alumni-benefits/) (last accessed March 20, 2024).

25 The Settlement also provides Class Members with monetary relief in the form of a \$50 coupon to
26 the USC Bookstore. Lastly, the Settlement provides injunctive relief to the general public, in the form of
27 corrective advertising whereby USC will review the advertising for its GRCT programs to ensure that it
28 accurately describes the benefits that will be available to GRCT graduates.

1 By this motion, Plaintiff seeks: 1) An award to Class Counsel of their attorneys' fees in the
2 amount of \$151,000, to be paid by Defendants; 2) An award to Class Counsel to reimburse them for
3 litigation expenses in the amount of \$14,000, to be paid by Defendants; and 3) A service award to
4 Plaintiff Brian Ralston as the class representative in the amount of \$2,500, to be paid by Defendants.
5 The foregoing will not impact the Settlement benefits to the Class. Additionally, Defendants have
6 agreed as part of the Settlement that they would not object to Plaintiff's request for the fees, litigation
7 expenses, and service award in these amounts. Under well-settled principles of California class action
8 law, the proposed attorneys' fees, litigation expenses, and class representative service award are well-
9 deserved, fair, and appropriate.

10 The attorneys' fees requested is an amount less than the lodestar calculation of the time spent by
11 Class Counsel Lizelle S. Brandt and Andrew J. Kubik of Singian Law, and Courtney Stuart-Alban and
12 Juan Pablo Alban of Stuart Alban Law. All of the litigation expenses were reasonable and necessarily
13 incurred to benefit the Class. The proposed service award recognizes the contributions that Mr. Ralston,
14 as the sole named Plaintiff has made in representing the class since 2022, including by attending both
15 mediation sessions and both Motion for Preliminary Approval of Class Action Settlement hearings
16 before this Court.

17 To date, no objections to the Settlement have been received, nor have any requests for exclusion
18 from the Settlement been received. Brandt Decl., ¶ 32.

19 **III. ARGUMENT**

20 **A. Lodestar Method Applies to Calculate Class Counsel's Fees**

21 Because this is a class action governed by California law, the lodestar method is the appropriate
22 method to calculate attorneys fees. *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 26, 97 Cal.
23 Rptr. 2d 797 (2000) (applying California law); see *Meister v. Regents of Univ. of California*, 67 Cal.
24 App. 4th 437, 448-49, 78 Cal. Rptr. 2d 913 (1998) (“the California Supreme Court intended its lodestar
25 method to apply to a statutory attorney's fee award unless the statutory authorization for the award
26 provided for another method of calculation.”) Similarly, under federal law, “in injunctive relief class
27 actions, courts often use a lodestar calculation because there is no way to gauge the net value of the
28 settlement or any percentage thereof.” See *Hanlon v. Chrysler Corp.*, 150 F.3d 1011 at 1029 (9th Cir.

1 1998); *see Yeagley v. Wells Fargo & Co.*, 365 F. App'x 886, 887 (9th Cir. 2010) (finding the lodestar
2 method to be appropriate in calculating attorney's fees where injunctive relief was sought and no
3 common fund was created).

4 “Under the lodestar method, a court need not determine the 'value' of particular injunctive relief
5 because fees are calculated through an assessment of time expended on the litigation, counsel's
6 reasonable hourly rate and any multiplier factors such as contingent representation or quality of work.”
7 *In re Ferrero Litigation*, 583 F. App'x 665, 668 (9th Cir. 2014). Courts may then reduce or enhance the
8 lodestar by applying a multiplier to take into account the complexity of the action, as well as other
9 factors such as the quality of representation and the risk of nonpayment. *Hanlon* 150 F.3d at 1029.

10 The California Supreme Court has explained that, “anchoring the [attorney fee award] analysis to
11 the lodestar method is the only way of approaching the problem that can claim objectivity.” *Press v.*
12 *Lucky Stores, Inc.*, 34 Cal. 3d 311, 193 Cal. Rptr. 900, 667 P.2d 704, 1983 Cal. LEXIS 218 (Cal. 1983).
13 Thus, the California Supreme Court observed that “while the trial court has discretion to determine the
14 value of professional services rendered in its court, **the determination of the lodestar figure is so**
15 **fundamental to calculating the amount of the award** that the exercise of that discretion must be based
16 on the lodestar adjustment method.” *Press v. Lucky Stores, Inc.*, 34 Cal. 3d 311, 193 Cal. Rptr. 900, 667
17 P.2d 704, 1983 Cal. LEXIS 218 (Cal. 1983) (emphasis added).

18 Under the lodestar method, a “reasonable” hourly rate is the prevailing rate charged by an
19 attorney of similar skill and experience in the relevant community. *PLCM Group, Inc. v. Drexler*, 22
20 Cal. 4th 1084, 1095 (2000). To determine the prevailing rate charged by an attorney of similar skill and
21 experience, courts nationwide rely on the “Laffey Matrix,” the USAO Attorneys’ Fees matrix
22 establishing reasonable rates for attorneys in the D.C. metro area, as a benchmark for reasonable fees
23 based on years of experience (with local adjustments). The 2023-2024 Laffey Matrix establishes the
24 following reasonable rates in the D.C. metro area. However, the Laffey Matrix rate adjusted for
25 attorneys in Los Angeles is 2.9% higher than the rates for the D.C. area. *See, e.g., HPL Technologies,*
26 *Inc. Securities Litigation*, 366 F.Supp.2d 912 (N.D. Cal. 2005).

| Year | Adjustmt Factor** | Paralegal/ Law Clerk | Years Out of Law School * | | | | |
|------------------|-------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| | | | 1-3 | 4-7 | 8-10 | 11-19 | 20 + |
| 6/01/23- 5/31/24 | 1.059295 | \$239 | \$437 | \$538 | \$777 | \$878 | \$1057 |
| 6/01/22- 5/31/23 | 1.085091 | \$225 | \$413 | \$508 | \$733 | \$829 | \$997 |
| 6/01/21- 5/31/22 | 1.006053 | \$208 | \$381 | \$468 | \$676 | \$764 | \$919 |

Laffey Matrix, available at <http://www.laffeymatrix.com/see.html>, last accessed on March 20, 2024.

The trial court may adjust the lodestar amount based on various factors specific to the case to fix the attorney fees at fair market value for the services provided. The lodestar amount may be adjusted upwards by the court based on factors including: (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award. The purpose of such adjustment is to fix a fee at the fair market value for the particular action. *Ketchum v. Moses*, 24 Cal.4th 1122, 1131–1132 (2001). *See also Graham v. DaimlerChrysler Corp.*, 34 Cal.4th 553, 579 [21 Cal.Rptr.3d 331, 101 P.3d 140] (2004).

B. Class Counsel’s Fee Request is Imminently Reasonable; It is Less than Lodestar Fees Even Without a Multiplier, Which Should Apply as an Upward Adjustment

Class Counsel attorneys Lizelle S. Brandt, Courtney Stuart-Alban, and Juan Pablo Alban have all practiced law in Los Angeles for 20+ years and thus fall within the highest tier of fees in the Laffey Matrix. See Brandt Decl. at ¶¶4-5, Stuart-Alban Decl. at ¶¶ 3-5, and Alban Decl. at ¶3. Thus, the market hourly rate *in Los Angeles* for attorneys Lizelle S. Brandt, Courtney Stuart-Alban and Juan Pablo Alban for **regular hourly billable work paid upon services received is currently \$1,087.65** [\$1,057 + 2.9% market multiplier (30.65)]; it was **\$1,025.91 for the period 6/01/22 - 5/23/23** [\$997 + 2.9% market multiplier (28.91)]; and it was **\$945.65 for the period 6/01/21 - 5/31/22** [\$919 + 2.9% market multiplier (26.65)]. *See* Laffey Matrix, <http://www.laffeymatrix.com/see.html>, last accessed on March 20, 2024. Andrew J. Kubik currently falls in the “11-19” years out of law school range. *See* Kubik Decl. at ¶3. The Laffey Matrix market hourly rate for Andrew Kubik is thus **currently \$903.46** [\$878 + 2.9% market multiplier (25.46)]; it was **\$853.04 for the period 6/01/22 - 5/23/23** [\$829 + 2.9% market multiplier (24.04)]; and it was **\$786.16 for the period 6/01/21 - 5/31/22** [\$764 + 2.9% market

1 multiplier (22.16)]. See Laffey Matrix, <http://www.laffeymatrix.com/see.html>, last accessed on March
2 20, 2024.

3 Here, the hourly rate sought in Class Counsel’s fee request is an enormous discount from Class
4 Counsel’s fair and reasonable hourly rates under the Laffey Matrix with a 2.9% Los Angeles market
5 adjustment. See, e.g., *HPL Technologies, Inc. Securities Litigation*, 366 F.Supp.2d 912 (N.D. Cal.
6 2005). Indeed, each of the attorneys Lizelle S. Brandt (2002 USC Gould School of Law), Courtney-
7 Stuart Alban (2002 USC Gould School of Law), Juan Pablo Alban (2001 Harvard Law School), and
8 Andrew J. Kubik (California Western School of Law) are seeking compensation at a relatively low rate
9 of \$600/hour given their experience and as compared to the rates identified on the Laffey Matrix for
10 attorneys with commensurate experience in the D.C. market. See Brandt Decl. ¶¶ 3- 9, Stuart-Alban
11 Decl. ¶¶ 3- 9; Alban Decl. ¶¶ 3- 8; Kubik Decl. ¶¶ 3-9. Cf. *Sigma Beta Xi, Inc., et al. v. County of*
12 *Riverside, et al.* EDCV 18-1399 JGB (JEMx) (2020) (finding in 2020 that defense counsel Moe
13 Keshavarzi’s rate of \$760/hour was reasonable, where Mr. Keshavarzi graduated from UC Hastings
14 (now UC Law San Francisco) in 2002 (the same year Ms. Brandt and Ms. Stuart-Alban graduated from
15 the USC Gould School of Law, and a year after Mr. Alban graduated).

16 Moreover, Class Counsel here is not seeking an upward adjustment of its hourly fees, though
17 such an adjustment is arguably warranted under the applicable analysis where the lodestar amount is
18 properly adjusted upwards based on factors including: (1) the novelty and difficulty of the questions
19 involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation
20 precluded other employment by the attorneys, and (4) the contingent nature of the fee award. The
21 purpose of such adjustment is to fix a fee at the fair market value for the particular action. See *Ketchum*
22 at pp. 1131–1132.

24 As to these factors:

25 Novelty and Difficulty. This case indeed presented novel and difficult questions, including how
26 to value the benefits of membership in the USCAA, how to resolve statute of limitations and notice
27
28

1 issues dating back to 2000, and how to establish common proof that class issues predominate, among
2 others.

3 Skill Displayed. Plaintiff’s counsel filed an inordinately thorough and well drafted 53-page
4 complaint, which led USC to request mediation before filing a response. Class Counsel also conducted
5 a thorough investigation of evidence spanning over 22 years and in the process obtained significant
6 proof, including internal USCAA Bylaws covering the relevant time period that supported the class
7 claims. Class Counsel attended two full-day mediations, and the settlement the parties reached includes
8 injunctive relief that will benefit the public, as well as damages for an estimated 1,822 individuals.

9 Opportunity Costs. Singian Law (“SL”) and Stuart Alban Law (“SAL”) are small boutique law
10 firms that do not fund the overhead necessary to support a class action lawsuit in their regular course of
11 business, particularly against a defendant as formidable as USC. The firms’ named attorneys set aside
12 time and resources to work up this case, preparing to take it through trial, which precluded other
13 opportunities for their small firms. Brandt Decl. ¶ 28; Stuart-Alban Decl. ¶¶ 9-10.

14 Contingent Nature. Class Counsel took this matter on a contingency basis, incurring a risk that
15 they would be paid nothing for their services, and ensuring, at a minimum, that any payment earned
16 would be delayed. See Brandt Decl. ¶28 and Stuart-Alban Decl. ¶¶ 9-11. Class Representative Mr.
17 Ralston is also grateful that Class Counsel took on this matter on a contingency basis as he would not
18 have been able to pay for such representation at Class Counsel's regular hourly rates. Ralston Decl. ¶ 6.

19 The fees requested herein were reasonable and necessary. As of March 19, 2024, Class Counsel
20 have devoted a total of **354.6 hours** delivering skilled professional legal services to achieve the benefits
21 awarded the Class Members in this action, as shown in the chart below. See Brandt Decl., ¶¶17-25;
22 Kubik Decl. ¶10; Stuart-Alban Decl. ¶¶ 9-13; and Alban Decl. ¶9. Class Representative Brian Ralston
23 can also attest to his satisfaction with Class Counsel's advocacy and handling of this litigation. Ralston
24 Decl. ¶¶16-20.

25 Class Counsel will be prepared at the hearing on this motion to provide supporting
26 documentation to evidence the hours spent working on this matter so that the Court may conduct an *in*
27 *camera* review of these items if it wishes to do so. Brandt Decl. ¶ 34, Stuart-Alban Decl. ¶ 17.

Table of Attorneys' Fees When Calculated Using \$600/Hourly Rate

| Name of Professional | Title | Hours Spent | Hourly Rate | Lodestar at Hourly Rate of \$600 | Plus additional 14 hours anticipated at \$600/hr through 9/14/24 |
|--|------------|--------------|-------------|----------------------------------|--|
| 1. Lizelle S. Brandt (2003 admittee) | Principal | 168.3 | \$ 600.00 | \$ 100,980.00 | |
| 2. Andrew J. Kubik (2006 admittee) | Of Counsel | 36.6 | \$ 600.00 | \$ 21,960.00 | |
| 3. Courtney Stuart-Alban (2003 admittee) | Principal | 129.9 | \$ 600.00 | \$ 77,940.00 | |
| 4. Juan Pablo Alban (2001 admittee) | Principal | 19.8 | \$ 600.00 | \$ 11,880.00 | |
| Totals | | 354.6 | | \$ 212,760.00 | \$ 221,160.00 |

Table of Attorneys' Fees When Calculated Using Laffey Matrix Rates

| Name of Professional | Title | Hours Spent | Hourly Rate | Laffey Matrix Hourly Rate For 6/1/22 - 5/31/23 | Lodestar at Laffey Matrix Hourly Rates |
|--|------------|--------------|-------------|--|--|
| 1. Lizelle S. Brandt (2003 admittee) | Principal | 168.3 | \$ 600.00 | \$ 829.00 | \$ 139,520.70 |
| 2. Andrew J. Kubik (2006 admittee) | Of Counsel | 36.6 | \$ 600.00 | \$ 829.00 | \$ 30,341.40 |
| 3. Courtney Stuart-Alban (2003 admittee) | Principal | 129.9 | \$ 600.00 | \$ 829.00 | \$ 107,687.10 |
| 4. Juan Pablo Alban (2001 admittee) | Principal | 19.8 | \$ 600.00 | \$ 997.00 | \$ 19,740.60 |
| Totals | | 354.6 | | | \$297,289.80 |

For all of these reasons, the fees sought here are more than reasonable. *See, e.g., Graham* at 578 (affirming attorney fee award of \$762,830 when plaintiff’s counsel filed a seven-page complaint alleging a single cause of action for breach of warranty after the defendant had already acknowledged its marketing mistake and was taking steps to correct it, where most of the fees were incurred on the fees motion); *Tipton-Whittingham v. City of L.A.*, 34 Cal. 4th 604, 608, 21 Cal. Rptr. 3d 371, 375, 101 P.3d

1 174, 176 (2004) (\$1,703,383 in attorney fees, class action discrimination against women in LAPD,
2 complaint and extensive settlement negotiation, then LAPD voluntarily instituted changes); *Skinner v.*
3 *Ken's Foods, Inc.*, 53 Cal. App. 5th 938, 945, 267 Cal. Rptr. 3d 869, 876 (2020) (\$387,593 in attorney
4 fees, prelitigation demand and neutral case evaluation, complaint and demurrer, voluntary change in the
5 salad dressing label).

6 **C. Class Counsel Was Uniquely Positioned to Bring These Claims**

7 Class Counsel did not bring this action as part of a pattern and practice of lawyer-led class action
8 litigation, *i.e.*, where lawyers perceive the alleged injury and conceive of the cause(s) of action before
9 securing plaintiffs to bring the claims. Rather, the named plaintiff in this case, Brian Ralston, actively
10 sought legal representation for the purpose of reinstating his (and his similarly situated classmates')
11 membership in the USCAA, which USC had promised, and Mr. Ralston had enjoyed for many years
12 before it was summarily revoked without explanation. Class Counsel was also uniquely situated to
13 bring these claims. Lead counsel, Lizelle Brandt, has both an undergraduate degree from USC and a law
14 degree from the USC Gould School of Law. Brandt Decl. ¶ 3. And co-counsel, Courtney Stuart-Alban,
15 graduated with Ms. Brandt from the USC Gould School of Law. Stuart-Alban Decl. ¶ 3. Ms. Brandt
16 and Ms. Stuart-Alban had first-hand knowledge and experience with the benefits that were exclusively
17 available to USCAA members and this assisted with their prosecution of this case. *Id.*

18 Moreover, Class Counsel did not take filing a legal complaint against USC, the beloved alma
19 mater of two of the four attorneys, lightly. Initially, when Mr. Ralston first reached out to Ms. Brandt
20 seeking her help rectifying what he perceived to be a great injustice, Ms. Brandt sympathized with his
21 plight but agreed to help only in a ghost-writing capacity. Brandt Decl. ¶ 13. Ms. Brandt hoped and
22 believed that USC would avoid the expense of litigation and would respond reasonably by reinstating
23 Mr. Ralston and similarly situated class members' alumni status and benefits, perhaps changing its
24 policies prospectively if it wanted to exercise its right to limit USCAA Membership to full-time
25 undergraduate, master, or doctoral degree graduates. *Id.*

26 Unfortunately, while USC eventually responded in a reasonable manner, they did not do so in
27 response to Mr. Ralston's pre-litigation demand letter, and failed to restore the class members' alumni
28 statuses. *Id.* This left Ms. Brandt with the choice of either abandoning her client's pursuits or rolling up

1 her sleeves to confront the veritable Goliath, USC. This required her to prepare her practice to take on a
2 class action against USC to help Mr. Ralston and the putative Class. *Id.* This required Ms. Brandt to
3 dedicate resources in her practice as well as to seek assistance from SAL (Courtney Stuart-Alban and
4 Juan Pablo Alban) and to secure Mr. Kubik's assistance. Brandt Decl. ¶¶ 9, 28. SAL's principals also
5 were then required aside time and resources to work up this case, preparing to take it through trial,
6 which came with certain opportunity costs for their boutique firm. Stuart-Alban Decl. ¶ 10.

7 Taking on a class action lawsuit against USC is a challenging prospect that many less
8 experienced small-firm litigators would shy away from, but Ms. Brandt and Ms. Stuart-Alban embarked
9 upon the challenge with the confidence that their education, skill, and experience as civil litigators, as
10 well as their prior financial successes and firm budgeting, had equipped them to represent Ralston and
11 the putative class through trial, even with the risk of nonpayment. Stuart-Alban Decl. ¶ 9-11.

12 **D. Class Counsel's Rigorous Informal Discovery Before Filing a Well Pled 53-Page**
13 **Complaint and Their Post-Preliminary Approval Advocacy Which Resulted in An**
14 **Increase of the Class Size By Approximately 25%, Were Critical to Achieving**
15 **Significant Benefits for Class Members and the General Public.**

16 From the beginning, Class Counsel determined that their best strategy for success would be to
17 conduct rigorous informal discovery and to draft a thorough, well evidenced complaint. Brandt Decl.
18 ¶14. This strategy was successful. The parties were able to reach a preliminary settlement without USC
19 ever filing a response to the Complaint.

20 Before filing the Complaint, counsel conducted a vigorous and diligent investigation of a
21 substantial amount of information from USC's current and archived websites via the Internet Archives,
22 including all of the following:

23 A. Online advertising materials for 113 different GRCT programs across 16 graduate
24 schools from the years 1999 - 2022, via Internet Archives, including:

25 1) Online Course Catalogue descriptions for the 113 GRCT programs for the years
26 1999 - 2022;

27 2) Website Marketing By the 16 Graduate Schools concerning the 113 GRCT
28 programs from the years 1999 - 2022;

1 B. Defendants' representations of the requirements to become a member of the USC Alumni
2 Association ("USCAA") from the years including:

- 3 1) USC Trojan Family Magazine issues from the years 1999 - 2022;
4 2) Website marketing as found via the Internet Archives, through review of the
5 websites www.usc.edu and www.alumni.usc.edu (and various iterations of each), from the years
6 1999 - 2022;

7 C. Defendants' representations of the benefits provided to members of the USCAA,
8 including the duration of such benefits:

- 9 1) USC Trojan Family Magazine issues from the years 1999 - 2022;
10 2) Website marketing as found via the Internet Archives, through review of the
11 websites www.usc.edu and www.alumni.usc.edu (and various iterations of each), from the years
12 1999 - 2022;

13 D. Tuition charged by USC for different GRCT programs across different graduate schools
14 during the years 1999 - 2022;

15 E. USC Commencement Programs from the years 1999 - 2022 to ascertain GRCT graduates
16 and whether or not they were provided with USCAA membership and benefits;

17 F. Videos of USC Commencement Addresses including by current USC President Carol
18 Folt, as well as all prior presidents including Interim President Wanda Austin, Former President
19 C.L. Max Nikias, and Former President Steven Sample, for statements made to GRCT graduates
20 as to their status as USC alumni.

21 G. Social media accounts for USC, USCAA, the Thornton School of Music, and other
22 graduate schools, concerning advertising for GRCT students, including on Facebook, Twitter,
23 and Instagram.

24 H. GRCT programs at comparable universities including Harvard University, University of
25 California at Los Angeles, in addition to other universities, to see benefits provided to their
26 GRCT graduates, disclosures made to GRCT applicants.

27 Brandt Decl. ¶ 20.
28

1 The rigorous investigation and informal discovery performed by Class Counsel allowed them to
2 file a thoroughly researched fifty-three (53) page complaint, and that well-drafted Complaint led to a
3 preliminary settlement without *any* motion practice, which allowed them to avoid burdening the Court's
4 docket and draining judicial resources. Brandt Decl. ¶¶ 19-25, Stuart-Alban Decl. ¶ 12. Indeed, Class
5 Counsel's diligence in the informal discovery process allowed the parties to bypass the costs of formal
6 discovery altogether, though this is not to say that achieving a voluntary settlement was effortless.
7 Class Counsel and plaintiff Brian Ralston participated in two long days of mediation with the assistance
8 of JAMS mediator Elliot Gordon, who continued to engage the parties even after the two mediation
9 sessions concluded. Brandt Decl. ¶ 22, Stuart-Alban Decl. ¶ 12.

10 Post-mediation, Class Counsel continued to vigorously represent all Class Members. This
11 included a thorough review of the initial class members' contact list provided by Defendants to ascertain
12 if all class members who should be receiving benefits were listed ("Initial Class List"). This advocacy
13 continued even after the settlement was preliminarily approved. Indeed, Class Counsel's diligent review
14 and cross-checking of the Initial Class with the publicly available USC Commencement Programs that
15 listed the GRCT graduates by name, school, and GRCT certificate obtained, from the years 2000 - 2023,
16 resulted in Defendants double-checking their methodology to ascertain the class, which resulted in the
17 class size being increased by 363 additional Class Members, from 1,459 to 1,822, or roughly 25%, post-
18 preliminary approval of the class action settlement. Brandt Decl. ¶ 15. Class Counsel also continued to
19 advocate for fair treatment of the Class and obtained assurances from USC, when it appeared that mail
20 notice class members might not be given separate instructions on how to access their alumni profiles that
21 they would indeed be provided with such notice by mail. *Id.*

22 **E. Class Counsel Should Be Reimbursed for Their Litigation Expenses**

23 Class Counsel has incurred and expects to incur at least \$14,425.83 in unreimbursed expenses,
24 but under the terms of the Settlement, counsel agreed to only request reimbursement in the amount of
25 \$14,000.00. Brandt Decl. ¶¶11, 27 and Ex. A First Amended Settlement Agreement, Exhibit A at P. 8,
26 ¶39. The specific costs and expenses incurred by Class Counsel include prospective necessary costs and
27 expenses through September 16, 2024. Brandt Decl. ¶27. All of these costs and expenses were
28 necessarily incurred, reasonable, and benefited the Class. The fact that Class Counsel were willing to

1 advance them out-of-pocket, with no guarantee of reimbursement, is perhaps the best evidence of this.
 2 The costs are likewise reasonable for a case of this nature, as the vast majority of the costs incurred were
 3 mandatory filing fees, Case Anywhere filing services required for complex litigation, and the shared cost
 4 of two days of mediation. Accordingly, the discounted amount of \$14,000 requested should be granted
 5 and paid for by Defendants, who have agreed they would not object. Brandt Decl. ¶¶11, 27 and Ex. A
 6 First Amended Settlement Agreement, Exhibit A at P. 8, ¶39.

7 The specific costs and expenses incurred by Class Counsel, including anticipated costs and
 8 expenses through September 16, 2024, are summarized in the chart below. Brandt Decl. ¶27 and Stuart-
 9 Alban Decl. ¶¶ 15, 16. Class Counsel will be prepared at the hearing on this motion to provide
 10 supporting documentation to evidence the expenses the incurred so that the Court may conduct an *in*
 11 *camera* review of these items if it wishes to do so. Brandt Decl. ¶ 34, Stuart-Alban Decl. ¶ 17.

| Expense Category (Singian Law and Stuart Alban Law Combined) | Amount |
|---|---------------------|
| 1. Filing and Motion Fees (including anticipated expenses through 9/16/24) | \$ 1,587.92 |
| 2. Travel Costs (including anticipated expenses through 9/16/24) | \$ 130.80 |
| 3. Service of Process | \$ 157.50 |
| 4. Courier and Messenger Costs | \$ 181.80 |
| 5. CaseAnywhere and E-Filing Costs (Court-Ordered E-Service and Document Repository Provider) (including anticipated expenses SL and SAL through 9/16/24) | \$ 2,438.90 |
| 6. Mediation Costs | \$ 9,913.75 |
| 7. Postage | \$ 15.16 |
| 8. Computerized Legal and Fact Research | <i>Not Charged</i> |
| 9. Meals (non-travel) | <i>Not Charged</i> |
| Totals | \$ 14,425.83 |

24 **F. The Proposed Service Award Is Fair, Reasonable, and Appropriate**

25 The proposed class representative payout to Brian Ralston in the amount of \$2,500 is fair,
 26 reasonable and appropriate, in view of the significant efforts he contributed on behalf of the class. Mr.
 27 Ralston was an active representative plaintiff who worked closely with Class Counsel, providing useful
 28 evidence, and attending every mediation and hearing. His contributions are summarized in detail in the

1 Declarations of Brian Ralston and Lizelle S. Brandt filed concurrently herewith. Ralston Decl. ¶¶ 3-15,
2 and Brandt Decl. ¶29. Indeed, following USC's reinstating of the alumni status and benefits to the 1,822
3 Class Members, some members of the class have proactively reached out to Mr. Ralston in gratitude for
4 what he and this lawsuit have accomplished for them in returning these benefits to them and have
5 informed him that they are already taking advantage of their returned benefits, including registering their
6 USC alumni profiles. Id. at ¶ 20. Mr. Ralston has more-than-earned the modest service fee award
7 sought here.

8 In Class Action litigation, service awards are commonly made and serve to compensate named
9 plaintiffs for the services they provided and the. and the risks they incurred for the benefit of the class as
10 a whole. See, e.g., *In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380, 1393-94 (2010); *Bell*
11 *v. Farmers Ins. Exchange*, 115 Cal.App.4th 715, 726 (2004). The factors the Court “may consider” in
12 determining whether to make a service award include the following:

13 1) the risk to the class representative in commencing suit, both financial and otherwise; 2)
14 the notoriety and personal difficulties encountered by the class representative; 3) the
15 amount of time and effort spent by the class representative; 4) the duration of the
16 litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative
17 as a result of the litigation. [Citation.]” (*Van Vranken v. Atlantic Richfield Co.*, 901
18 F.Supp. 294, 299 (N.D.Cal. 1995).) These “incentive awards” to class representatives
19 must not be disproportionate to the amount of time and energy expended in pursuit of the
20 lawsuit. (See *Dornberger v. Metropolitan Life Ins. Co.* 203 F.R.D. 118, 124–125
21 (S.D.N.Y. 2001).)

18 The award sought here is reasonable under these criteria. Mr. Ralston took risks making a
19 commitment to this publicly filed dispute. Any background check by a potential employer will
20 heretofore reveal that Mr. Ralston has been involved in litigation against USC. While the result is
21 beneficial to the Class, some USC alumni may nonetheless hold a bias against Mr. Ralston for his
22 efforts. Moreover, he provided documents and information used in the Complaint. He participated in
23 two full-day mediation sessions, and attended two court hearings for the motion for preliminary
24 approval of the class action settlement, one remotely and one in person, both before Judge Kuhl. He
25 plans to attend the Final Approval hearing in person. He reviewed documents and briefs. He regularly
26 and promptly responded to calls and emails from Class Counsel. See Brandt Decl. ¶29 and Ralston
27 Decl. ¶¶ 3-15.
28

1 Additionally, throughout the litigation, Mr. Ralston regularly weighed in with Class counsel to
2 help ensure that the class members were treated fairly, even as between mail notice versus email notice
3 class members in the dissemination of the class notices and information regarding the benefits provided
4 to the class members. Mr. Ralston also weighed in to ensure that the intended Class Members were
5 identified, which resulted in an additional 363 USC graduates were added as Class Members post-
6 preliminary approval of the Class Action settlement. See Brandt Decl. ¶29 and Ralston Decl. ¶ 13.

7 The level of commitment and diligence that Mr. Ralston provided as Class should be
8 encouraged. It fully supports the requested service award in the amount of \$2,500.

9 **G. The Requested Attorneys' Fees, Expenses, and Service Award Will Be Paid by**
10 **Defendants, Who Have Agreed Not To Object To Such Request, And Will Not**
11 **Impact the Settlement**

12 Lastly, Plaintiff requests that the attorneys' fees, expenses reimbursement, and service award, be
13 paid by Defendants. None of these payments will have any impact on the Settlement or any benefits
14 provided to the Class Members. Defendants have agreed as part of the Settlement not to object to
15 Plaintiff's requests for a fee award to Class Counsel in the amount of \$151,000, an award of Class
16 Counsel's litigation costs and expenses in the amount of \$14,000, and a service award for Plaintiff Brian
17 Ralston in the amount of \$2,500. See Brandt Decl. ¶11 and Exhib. A, First Amended Settlement
18 Agreement, at P. 8, ¶¶ 38-39.

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1 **IV. CONCLUSION**

2 Plaintiff and Class Counsel worked hard to achieve a successful result for a class of
3 approximately 1,822 Class Members, including providing them with significant injunctive relief as well
4 as monetary relief, in addition to a benefit to the general public of corrective advertising. Plaintiff
5 thereby respectfully requests that the Court approve the request for a fee award for Class Counsel in the
6 sum of \$151,000, the reimbursement of litigation costs totaling \$14,000, and a service award of \$2,500
7 to Plaintiff Brian Ralston, to be paid for by Defendants, who agreed not to object to these amounts
8 requested.

9
10
11 Date: March 20, 2024

Respectfully submitted,

SINGIAN LAW

12
13 By:



Lizelle S. Brandt

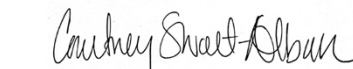
Andrew J. Kubik

Counsel for Plaintiff and the Class

14
15
16 Date: March 20, 2024

STUART ALBAN LAW

17
18 By:



Courtney Stuart-Alban

Juan Pablo Alban

Counsel for Plaintiff and the Class

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10 Attorneys for Plaintiff and the Class

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14
15 BRIAN RALSTON, individually and on
behalf of all others situated,

16 Plaintiff,

17 v.

18 UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Corporation; and
19 UNIVERSITY OF SOUTHERN
CALIFORNIA ALUMNI ASSOCIATION,
20 form of entity unknown,

21 Defendants.

Case No. 22STCV18066

**DECLARATION OF LIZELLE S.
BRANDT IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND
SERVICE AWARD**

Date: July 16, 2024

Time: 10:30 a.m.

Dept: SSC Dept. 12

Judge: Hon. Carolyn B. Kuhl

1 I, Lizelle S. Brandt, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am the Principal of
3 the law firm Singian Law, counsel of record for Plaintiff in the above-referenced lawsuit. I am
4 over 18 years of age and I make this declaration based upon my own personal knowledge. I have
5 personal knowledge of the matters stated below, and if called on to testify, would do so truthfully.

6 2. This declaration is filed in support of Plaintiff's Motion for Attorneys' Fees and Expenses.

7 3. I received my Juris Doctor degree from the University of Southern California ("USC")
8 Gould School of Law in 2002. I also received my undergraduate degree from USC in 1999. I am
9 a member of the USCA Alumni Association ("USCAA") and familiar with its benefits.

10 4. I was admitted to the California Bar in December 2003 and have been a member in good
11 standing since that date. I was admitted to the South Dakota Bar in July 2018 and have been a
12 member in good standing since that date.

13 5. I have over twenty (20) years of experience in civil litigation. I have litigated a variety of
14 claims including claims for breach of contract, breach of implied covenant of good faith and fair
15 dealing, false advertising, unfair competition, defective products, privacy, misrepresentation,
16 copyright infringement, trademark infringement, and negligence. I have had my own law practice,
17 Singian Law, since December 2007.

18 6. I have served as counsel on the following jury trials: *All In One Trading, Inc. v. Chaparala*
19 *et al* (2016), No. VC063765 (Sup. Ct., County of Los Angeles) and *Fyrst Envisions Inc. v. Skisen*
20 *et al.* (2019), No. BC662275 (Sup. Ct., County of Los Angeles).

21 7. I have served as counsel on the following binding arbitrations: *The Indigo Group USA v.*
22 *Guru Denim, Inc.* (2006) (Action Dispute Resolution Services) and *Pacific Coast Washing, Inc. v.*
23 *The Indigo Group USA Inc. et al.* (2006), No. VC046053 (Sup. Ct., County of Los Angeles).

24 8. I have prosecuted criminal jury trials as a volunteer district attorney at the Los Angeles
25 County District Attorneys' Office, including the following: *People v. Nicola* (2012), No.
26 2FF00074 (Sup. Ct., County of Los Angeles), *People v. Serrano* (2012), No. 2FF00750 (Sup. Ct.,
27 County of Los Angeles), and *People v. Lopez* (2012), No. 1FF02833 (Sup. Ct., County of Los
28 Angeles).

1 9. My class action experience includes the following: I am lead counsel on this class action
2 *Ralston v. University of Southern California*, et al., Los Angeles Superior Court Case No. Case
3 No. 22STCV18066. I am class co-counsel in a false advertising and unfair business practices
4 class action litigation, *Roy v. Salesforce*, No. 3:24-cv-01219-TSH (N.D. Cal.), which is currently
5 pending. I am currently counsel for one of the plaintiff NFL athletes in the personal injury NFL
6 Concussion class action, *In Re: National Football League Players' Concussion Injury Litigation*,
7 Case No. 2:12-md-02323 (E.D. Pa.). My firm brought attorney Andrew J. Kubik, an experienced
8 class action litigator, in to assist with the case before the Complaint was filed and he has assisted
9 in this matter throughout the entirety of the litigation.

10 10. My current base billing rate is \$600/hour.

11 11. Attached as **Exhibit A** hereto is a true and correct copy of the First Amended Settlement
12 Agreement dated October 31, 2023.

13 12. Attached as **Exhibit B** hereto is a true and correct copy of both the November 9, 2023
14 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement And
15 Approval of Class Notice; as well as related December 8, 2023 Stipulation and Order Extending
16 Settlement Timetable.

17 13. I did not take filing a legal complaint against USC, my beloved alma mater, lightly.
18 Initially, when Mr. Ralston first reached out to me seeking my help rectifying what he perceived to
19 be a great injustice, I sympathized with his plight but agreed to help only in a ghost-writing
20 capacity. I hoped and believed that USC would avoid the expense of litigation and would respond
21 reasonably by reinstating Mr. Ralston and similarly situated class members,' alumni statuses and
22 benefits, perhaps changing its policies prospectively if it wanted to exercise its right to limit
23 USCAA Membership to full-time undergraduate, master, or doctoral degree graduates. But since
24 they did not, I was left with a choice of either abandoning my client's pursuits or rolling up my
25 sleeves to confront USC.

26 14. I determined the best strategy for success would be rigorous informal discovery and
27 drafting a thorough, well-evidenced complaint. I believe this strategy proved successful. We
28 were able to bypass formal discovery and mediate. This led to a preliminary settlement before

1 USC even had to file a response to the Complaint.

2 15. Class Counsel's diligent advocacy post-preliminary approval of the class action settlement
3 resulted in both: (1) the addition of roughly 363 Class Members, or a 25% increase, to the Class,
4 and (2) the obtaining of assurances from USC that all Class Members will be sent instructions on
5 how to access their alumni profiles and benefits; whereas, this information was initially not
6 included in the case of Class Members who did not have an email address on file with USC. On or
7 about November 22, 2023, Defendants provided the Settlement Administrator and Class Counsel
8 with the contact list of 1,459 individuals USC determined were the class members ("Initial Class
9 List"). I performed a cross check of that Initial Class List with the data my office had compiled
10 from USC Commencement Programs from the years 2000 - 2023, and ascertained that many class
11 members were missing from that Initial Class List. USC initially pushed back on my claims that
12 many class members appeared to be missing and so on November 29, 2023, I drove through heavy
13 rain to the place of business of what I had ascertained was a Herman Ostrow School of Dentistry
14 class member who was not included in Initial Contact List, to photograph their USC diploma that
15 was hanging on their wall. Following me providing such evidence to USC's counsel, I understand
16 from USC's counsel that USC conducted an additional more comprehensive evaluation of its
17 internal data across its graduate schools and with the USC Registrar, resulting in the addition of
18 more class members from two schools, the Herman Ostrow School of Dentistry and the Keck
19 School of Medicine, who we understand were missing from the Initial Contact List, and a total
20 increase to the class of nearly 363 class members, from 1,459 to 1,822 -- which is an increase of
21 the class of roughly 25%, post-preliminary settlement approval.

22 16. TIME AND EXPENSES TRACKING. My firm has since 2007 used a computer based
23 time tracking and expenses tracking software. Professionals enter their time and expenses related
24 to litigation into this program and the program retains that information indefinitely. Time is
25 regularly entered into this software program nearly contemporaneous with when the time was
26 spent. We enter time in the tenths of an hour.

27 17. TABLE OF CLASS COUNSEL'S TOTAL TIME SPENT, LODESTAR. Class Counsel's
28 combined time spent on this case is 354.6 hours to date. Class Counsel anticipates spending an

1 additional 14 hours additional time to prepare the Motion for Final Approval and to both attend
 2 the same hearing. The average hourly rate sought by this motion is \$600/hour. This is well below
 3 rates widely applied to compensate attorneys of similar experience and years practicing. Singian
 4 Law and Stuart Alban Law's attorneys, bar admission dates, positions, and hours are listed in the
 5 following table:

6 **Table of Attorneys' Fees When Calculated Using \$600/Hourly Rate**

| Name of Professional | Title | Hours Spent | Hourly Rate | Lodestar at Hourly Rate of \$600 | Plus additional 14 hours anticipated at \$600/hr through 9/14/24 |
|--|------------|--------------|-------------|----------------------------------|--|
| 1. Lizelle S. Brandt (2003 admittee) | Principal | 168.3 | \$ 600.00 | \$ 100,980.00 | |
| 2. Andrew J. Kubik (2006 admittee) | Of Counsel | 36.6 | \$ 600.00 | \$ 21,960.00 | |
| 3. Courtney Stuart-Alban (2003 admittee) | Principal | 129.9 | \$ 600.00 | \$ 77,940.00 | |
| 4. Juan Pablo Alban (2001 admittee) | Principal | 19.8 | \$ 600.00 | \$ 11,880.00 | |
| Totals | | 354.6 | | \$ 212,760.00 | \$ 218,760.00 |

18 18. HOURLY RATES ARE REASONABLE, BELOW LAFFEY MATRIX. Pursuant to the
 19 Laffey Matrix, which I understand courts rely on nationwide (with local adjustments) the market
 20 hourly rate for myself, Courtney Stuart-Alban and Juan Pablo Alban, who all fall in the "20+"
 21 years out of law school category is currently \$1,057 for the period 6/01/23 - 5/31/24, \$997 for the
 22 period 6/01/22 - 5/23/23, and \$919 for the period 6/01/21 - 5/31/22. See Laffey Matrix,
 23 <http://www.laffeymatrix.com/see.html>, last accessed on March 19, 2024. Pursuant to the Laffey
 24 Matrix, the market hourly rate for attorneys Andrew J. Kubik, who falls in the "11-19" years out of
 25 law school category is currently \$878 for the period 6/01/23 - 5/31/24, \$829 for the period 6/01/22
 26 - 5/23/23, and \$764 for the period 6/01/21 - 5/31/22. *Id.* Moreover, the Laffey Matrix rate
 27 adjusted for attorneys in Los Angeles is 2.9% higher than the rates for the D.C. area. See *HPL*
 28 *Technologies, Inc. Securities Litigation* (N.D. Cal., 2005) 366 F.Supp.2d 912. As such, all of Class

Counsel's hourly rates, which are \$600/hour, fall well below the Laffey Matrix rates for attorneys with their similar level of experience. If the Laffey Matrix market hourly rates were used to determine Class Counsel's fees, the Table of Attorneys' Fees would be as follows:

Table of Attorneys' Fees When Calculated Using Laffey Matrix Rates

| Name of Professional | Title | Hours Spent | Hourly Rate | Laffey Matrix Hourly Rate For 6/1/22 - 5/31/23 | Lodestar at Laffey Matrix Hourly Rates |
|--|--------------|--------------------|--------------------|---|---|
| 1. Lizelle S. Brandt (2003 admittee) | Principal | 168.3 | \$ 600.00 | \$ 829.00 | \$ 139,520.70 |
| 2. Andrew J. Kubik (2006 admittee) | Of Counsel | 36.6 | \$ 600.00 | \$ 829.00 | \$ 30,341.40 |
| 3. Courtney Stuart-Alban (2003 admittee) | Principal | 129.9 | \$ 600.00 | \$ 829.00 | \$ 107,687.10 |
| 4. Juan Pablo Alban (2001 admittee) | Principal | 19.8 | \$ 600.00 | \$ 997.00 | \$ 19,740.60 |
| Totals | | 354.6 | | | \$ 297,289.80 |

19. SUMMARY OF CLASS COUNSEL'S TIME SPENT ON THE CASE. Class Counsel's combined time spent on the case is summarized as follows:

20. Approximately 41.65 hours of time was spent in the review and analysis of documents provided by Plaintiff, by Defendants, and also discovered by Class Counsel's own investigations who resourcefully conducted informal discovery by gathering and poring over a substantial amount of information from USC's current and archived websites via the Internet Archives, including the following:

A. Online advertising materials for 113 different GRCT programs across 16 graduate schools from the years 1999 - 2022, via Internet Archives, including:

1) Online Course Catalogue descriptions for the 113 GRCT programs for the years 1999 - 2022;

2) Website Marketing By the 16 Graduate Schools concerning the 113 GRCT programs from the years 1999 - 2022;

B. Defendants' representations of the requirements to become a member of the USC

1 Alumni Association ("USCAA") from the years including:

2 1) USC Trojan Family Magazine issues from the years 1999 - 2022;

3 2) Website marketing as found via the Internet Archives, through review of the
4 websites www.usc.edu and www.alumni.usc.edu (and various iterations of each), from the
5 years 1999 - 2022;

6 C. Defendants' representations of the benefits provided to members of the USCAA,
7 including the duration of such benefits:

8 1) USC Trojan Family Magazine issues from the years 1999 - 2022;

9 2) Website marketing as found via the Internet Archives, through review of the
10 websites www.usc.edu and www.alumni.usc.edu (and various iterations of each), from the
11 years 1999 - 2022;

12 D. Tuition charged by USC for different GRCT programs across different graduate
13 schools during the years 1999 - 2022;

14 E. USC Commencement Programs from the years 1999 - 2022 to ascertain GRCT
15 graduates and whether or not they were provided with USCAA membership and benefits;

16 F. Videos of USC Commencement Addresses including by current USC President
17 Carol Folt, as well as all prior presidents including Interim President Wanda Austin,
18 Former President C.L. Max Nikias, and Former President Steven Sample, for statements
19 made to GRCT graduates as to their status as USC alumni.

20 G. Social media accounts for USC, USCAA, the Thornton School of Music, and other
21 graduate schools, concerning advertising for GRCT students, including on Facebook,
22 Twitter, and Instagram.

23 H. GRCT programs pf comparable universities including Harvard University,
24 University of California at Los Angeles, in addition to other universities, to see benefits
25 provided to their GRCT graduates, disclosures made to GRCT applicants.

26 I. Class Member contact information provided by Defendants to ascertain if all class
27 members who should be receiving benefits were listed. Class Counsel's diligent review
28 here resulted in the class size being increased by roughly 25%, post-preliminary approval

1 of the class action settlement.

2 21. Approximately 116.65 hours of time was spent on the drafting and revising of documents,
3 including the Complaint, Mediation Brief, the Motion for Preliminary Approval of Class Action
4 Settlement, this Motion for Attorneys' Fees, Correspondence With Opposing Counsel. A
5 substantial amount of time went the preparation of the Complaint, which was an evidence-packed
6 53-page Complaint filled with 23 exhibits that displayed the breadth of the research conducted by
7 Class Counsel as noted above. Defendants never filed a response to the Complaint and instead
8 reached out to suggest mediation. I believe that the extremely thorough and detailed Complaint
9 ultimately led to the quick resolution of this matter, including obtaining the relief requested for the
10 Class and the corrective advertising that would benefit the general public.

11 22. Approximately 24.2 hours of time was spent on attending two full days of mediation
12 before JAMS mediator Elliot Gordon, as well as appearing at court hearings including an initial
13 status conference, the initial hearing on the motion for preliminary approval of the class action
14 settlement, as well as the continued hearing for the same motion. Additional time was spent after
15 the mediation as the mediator continued to engage us to assist in facilitating Settlement.

16 23. Approximately 12.1 hours of time was spent on communications with various individuals
17 including with opposing counsel, with the mediator, with the Settlement Administrator American
18 Legal.

19 24. Approximately 56.95 hours of time was spent preparing for and strategizing over the
20 handling of various aspects of the litigation, from the beginning in the handling of the process,
21 including the Complaint, two mediation sessions, post-mediation settlement discussions, two
22 hearings on the motion for preliminary approval, and post-preliminary approval matters that came
23 up.

24 25. Approximately 68.61 hours of time was spent researching the claims brought in this class
25 action, certification challenges, including addressing the novelty of suing a university alumni
26 association over alumni benefits.

27 26. I ask the Court to also consider the information in Mr. Ralston's declaration in support of
28 this motion, which strongly supports this Court finding that the fees and hourly rates charged by

1 Class Counsel were fair and reasonable and well within the norms for attorneys of our experience,
2 skill and knowledge.

3 27. TABLE OF LITIGATION EXPENSES. The costs and expenses incurred by Singian Law
4 and Stuart Alban Law in connection with the prosecution of this litigation, total **\$14,425.83**, which
5 include prospective expenses (e.g. Case Anywhere fees, parking, motion filing fees) anticipated
6 through September 16, 2014, which is the last deadline listed in the Settlement Timetable, and are
7 broken down by expense category in the following table:

| Expense Category (Singian Law and Stuart Alban Law Combined) | Amount |
|---|---------------------|
| 1. Filing and Motion Fees (including anticipated expenses through 9/16/24) | \$ 1,587.92 |
| 2. Travel Costs (including anticipated expenses through 9/16/24) | \$ 130.80 |
| 3. Service of Process | \$ 157.50 |
| 4. Courier and Messenger Costs | \$ 181.80 |
| 5. CaseAnywhere and E-Filing Costs (Court-Ordered E-Service and Document Repository Provider) (including anticipated expenses SL and SAL through 9/16/24) | \$ 2,438.90 |
| 6. Mediation Costs | \$ 9,913.75 |
| 7. Postage | \$ 15.16 |
| 8. Computerized Legal and Fact Research | |
| 9. Meals (non-travel) | <i>Not Charged</i> |
| Totals | \$ 14,425.83 |

20 28. RISK OF NON-PAYMENT AND DELAYED PAYMENT. I ask the court to recognize
21 the value to Class Counsel's non-payment for nearly two years, and their payment of expenses
22 despite risking non-payment. Additionally, since my practice is a small boutique firm, I had to set
23 aside time and resources for this case, precluding other employment. Not all attorneys could or
24 would agree to take on this litigation, including because much of the damages at issue involved
25 alumni benefits, which by their nature are hard to put a monetary damages figure to, and
26 aggressively litigate this matter knowing that they might not get paid. Attorneys who are paid as
27 they spend their time use the fees received to pay for their operating costs. When the Court takes
28

1 into account the principle that there is a time value to money, and also that Class Counsel's fees
2 request in relation to their average hourly rate, which are all significantly below Laffey Matrix
3 rates, Class Counsel's requested fee is fair, reasonable, and justified.

4 29. CLASS REPRESENTATIVE SERVICE AWARD. The declaration of Class
5 Representative Brian Ralston demonstrates that he spent a significant amount of time serving the
6 class, since Day One. Class Counsel have benefited from the intelligence, time commitment, and
7 contributions of Mr. Ralston. Mr. Ralston was a great plaintiff to represent this class, he had
8 saved so much paper documentation, going back to 2000, when digital communication and
9 records-keeping was far less common than it is today. Class Counsel benefited from that hard-
10 copy records-keeping and indeed used such documentation, including as evidence in the
11 Complaint. He regularly and promptly responded to calls and emails from Class Counsel. He
12 made it a point to, and continues to make it a point to, personally attend all important events in this
13 matter, including the mediation and all hearing dates. Mr. Ralston remained a loyal advocate for
14 all members of the class, from the filing of the complaint, through two full-day rounds of
15 mediation, and continues to advocate in the best interest of all class members even after
16 preliminary approval of the Class Action Settlement. Mr. Ralston regularly weighed in with Class
17 counsel to help ensure that the class members were treated fairly, even as between mail notice
18 versus email notice class members in the dissemination of the class notices and information
19 regarding the benefits provided to the class members. Mr. Ralston weighed in to ensure that the
20 intended Class Members were identified, which resulted in an additional 363 USC graduates were
21 added as Class Members post-preliminary approval of the Class Action settlement. The time he
22 has spent justifies the service reward requested.

23 30. CLASS NOTICE. I am informed and believe that notices were timely made to the class in
24 the manner required by the Court's order granting preliminary approval entered November 9,
25 2023, and amended December 8, 2023 as to the timetable.

26 31. BENEFITS RETURNED TO THE CLASS. I am informed and believe that the alumni
27 benefits were timely returned to the class of 1,822 graduates, including 363 new class members, as
28 required by the Court's order granting preliminary approval entered November 9, 2023, and

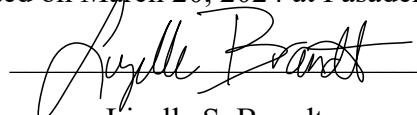
1 amended December 8, 2023 as to the timetable. See Exh. B attached hereto, November 9, 2023
2 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement and
3 Approval of Class Notice and December 8, 2023 Stipulation and Order Extending Settlement
4 Timetable. Specifically, on February 21, 2024, Defendants' counsel Mark G. Rackers of Sheppard
5 Mullin informed me by email that the Class Members' alumni benefits had "been reinstated" as per
6 the Settlement and been instructed how to access their alumni benefits. Additionally, since
7 February 19, 2024, multiple members of the class have reached out to my office, as well as to
8 Class Representative Brian Ralston in gratitude for having had their alumni membership and
9 benefits restored.

10 32. NO OBJECTIONS RECEIVED. I am informed and believe based on correspondence from
11 the class action Settlement Administrator American Legal that, to date, no objections to the
12 Settlement have been received, nor have any requests for exclusion from the Settlement been
13 received.

14 33. TOTAL TIME SPENT BY DECLARANT. From inception to date, I have spent
15 approximately 168.3 hours on this matter. I anticipate Class Counsel spending an additional 14
16 hours combined in reviewing the preparing final motion for final approval documents, attending
17 such hearing, and following up to ensure Defendants' compliance with the settlement terms,
18 including payment of the \$50 Bookstore coupon to the class.

19 34. I will be prepared at the hearing on this motion to provide supporting documentation to
20 evidence the hours spent working on this matter and the expenses incurred so that the Court may
21 conduct an *in camera* review of these items if it wishes to do so.

22 I declare under penalty of perjury under the laws of State of California that the foregoing is
23 true and correct and that this declaration was executed on March 20, 2024 at Pasadena, California.

24 
25 Lizelle S. Brandt

26
27
28

EXHIBIT A

1 Lizelle S. Brandt (SBN 228250)
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2 Andrew J. Kubik (SBN 246902)
andrew@singianlaw.com
3 SINGIAN LAW
1055 E. Colorado Blvd., Ste. 500
4 Pasadena, CA 91106
Telephone: 626-844-5050

5 Courtney Stuart-Alban (SBN 225513)
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6 Juan Pablo Alban (SBN 218144)
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7 STUART ALBAN LAW
8 87 N. Raymond Ave., Ste. 200
Pasadena, CA 91103
9 Telephone: 323-405-9898

10 Attorneys for Plaintiff and the Class

11 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
12 Including Professional Corporations
MOE KESHAVARZI, Cal. Bar No. 223759
13 333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
14 Telephone: 213-620-1780
Email: mkeshavarzi@sheppardmullin.com

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 (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
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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:

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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

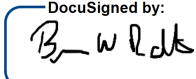
65. Governing Law. This Settlement shall be governed by the laws of the State of California.

**** 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

9 **DEFENDANTS**

10 Dated: _____

By: _____
Name: _____

11 UNIVERSITY OF SOUTHERN
12 CALIFORNIA

13 Dated: _____

By: _____
Name: _____

14 UNIVERSITY OF SOUTHERN
15 CALIFORNIA ALUMNI
16 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 Dated: October 30, 2023

By: 

9 Name: Andrew T. Guzman

10 UNIVERSITY OF SOUTHERN
11 CALIFORNIA

12 Dated: _____

By: _____

13 Name: _____

14 UNIVERSITY OF SOUTHERN
15 CALIFORNIA ALUMNI
16 ASSOCIATION

17 **APPROVED AS TO FORM**

18 Dated: _____

By: _____

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

*Attorneys for Class Representative and
the Class*

23 Dated: 10/31/2023

By: 

24 Moe Keshavarzi
25 SHEPPARD, MULLIN, RICHTER &
26 HAMPTON LLP
27 333 South Hope Street, 43rd Floor
28 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

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 (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. 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, 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.

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 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 (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. 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, 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 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.

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 [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.

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 a printed version of the \$50.00 Bookstore Coupon via U.S. Mail 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 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

Electronically Received 11/01/2023 09:40 PM

1 Lizelle S. Brandt (SBN 228250)
lizelle@singianlaw.com
2 Andrew J. Kubik (SBN 246902)
andrew@singianlaw.com
3 SINGIAN LAW
1055 E. Colorado Blvd., Ste. 500
4 Pasadena, CA 91106
Telephone: 626-844-5050
5 Facsimile: 626-844-5051

6 Courtney Stuart-Alban (SBN 225513)
courtney@stuartalbanlaw.com
7 Juan Pablo Alban (SBN 218144)
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8 STUART ALBAN LAW
87 N. Raymond Ave., Ste. 200
9 Pasadena, CA 91103
Telephone: 323-405-9898

10 Attorneys for Plaintiff and the Class

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT
14

15 BRIAN RALSTON, individually and on
behalf of all others situated,

16 Plaintiff,

17 v.

18 UNIVERSITY OF SOUTHERN
19 CALIFORNIA, a California Corporation; and
UNIVERSITY OF SOUTHERN
20 CALIFORNIA ALUMNI ASSOCIATION,
form of entity unknown,

21 Defendants.
22

Case No. 22STCV18066

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND
APPROVAL OF CLASS NOTICE**

Date: November 9, 2024
Time: 10:30 a.m.
Dept: SSC Dept. 12
Judge: Hon. Carolyn B. Kuhl

FILED
Superior Court of California
County of Los Angeles

11/09/2023

David W. Slayton, Executive Officer / Clerk of Court

By: L. M'Greené Deputy

1 **TO ALL PARTIES AND ATTORNEYS OF RECORD:**

2 On November 9, 2023, at 10:30 a.m., Plaintiff’s Motion for Preliminary Approval of Class
3 Action Settlement and Approval of Class Notice (“Motion”) was heard in Department 12 of the
4 above-captioned Court.

5 Upon consideration of all pleadings, papers, and evidence filed in support of the Motion,
6 the arguments of the parties, and good cause appearing, it appears to the satisfaction of the Court
7 that good cause exists for the granting of the Motion, and the Court issues the following Order
8 accordingly:

9 **ORDER**

10 (1) The Motion is granted.

11 (2) The Settlement Agreement attached as Exhibit 1 to the Supplemental Declaration
12 of Lizelle S. Brandt (“Settlement Agreement”) is preliminarily approved.

13 (3) The proposed forms and methods of class notice set forth in the Settlement
14 Agreement, including Exhibits A and B, are approved. Y ã@A@ & @ * ^ Áã & ••^ãÁ@Á@ æã * È

15 (4) The timeframe for disseminating Class Notices, for objecting to and opting out of
16 the Settlement, for the hearing for final approval, and for related matters are as follows:

| <u>Event</u> | <u>Timing</u> | <u>Date</u> (Assuming November 9, 2023 Preliminary Approval Order) |
|--|---|---|
| a. Dissemination of notice to the Class: | <p>Within fourteen (14) days of entry of the Preliminary Approval Order, Defense Counsel shall provide to the Settlement Administrator the last known email and mailing addresses for the Class.</p> <p>Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator will disseminate Email Notice to Class Members via email in a form substantially similar to that set forth in Exhibit A to the Agreement (or U.S. Mail Notice in a form substantially similar to that set forth in Exhibit B to the Agreement, to any Class Members for whom Defendants do not have an email address).</p> | <p>November 23, 2023</p> <p>December 11, 2023 (30 days lands on December 9, a Saturday)</p> |

| | | |
|--|--|--|
| | Within fourteen (14) days thereafter, the Settlement Administrator will disseminate U.S. Mail Notice to any Class Members for whom the Email Notice was returned as undeliverable. | December 22, 2023 |
| b. Deadline to reinstate/instate membership in the USCAA to all 1,631 Class Members | Forty-five (45) days after entry of the Preliminary Approval Order | December 26, 2023 |
| c. Deadline to request exclusion from Settlement Class: | Ninety (90) days after entry of the Preliminary Approval Order | February 7, 2024 |
| d. Deadline to serve objections: | Ninety (90) days after entry of the Preliminary Approval Order | February 7, 2024 |
| e. Deadline for Class Members to request a printed Bookstore Coupon | Sixty (60) days from the date of delivery of Email or Mail Notice | February 9, 2024 |
| f. Deadline for the parties to respond to any objections | One hundred and four (104) days after entry of the Preliminary Approval Order | February 21, 2024 |
| g. Deadline to email the Bookstore Coupon to each Settlement Class Member | One Hundred and Twenty (120) days after entry of the Preliminary Approval Order | March 8, 2024 |
| h. Deadline for serving and filing Motion for Final Approval of Settlement, Attorneys' Fees and Expenses, and Incentive Awards | One hundred and twenty (150) days after entry of the Preliminary Approval Order | April 8, 2024 (150 days lands on April 7, 2023, a Sunday) |
| i. Final Approval Hearing on Settlement: | One Hundred and Eighty (180) days after entry of Preliminary Approval Order | May 8, 2024 (or May 14, if hearing is on Wednesday) |
| j. Deadline to pay Class Counsel the Fee and Expense Award | Thirty (30) days after the Court's Final Approval Order (and receipt of all necessary payment and routing information – including receipt of signed, valid, current W-9 Forms | June 9, 2024 (assuming May 8 Final Approval Order, and 30 days falls on Saturday) |

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| | (revised as of October 2018) from both Class Counsel and Plaintiff) | (or June 13, assuming May 14 order) |
| k. Deadline to ensure that USC/USCAA's advertising relating to the GRCT Programs accurately describes the benefits available to GRCT graduates | Sixty (60) days after the Final Approval Order | July 7, 2024 (assuming May 8 order) (or June 14, assuming May 14 order, and 30 days falls on Sunday) |

IT IS SO ORDERED

Dated: November _____, 2023
11/09/2023



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

HON. CAROLYN B. KUHL
SUPERIOR COURT JUDGE

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lizelle@singianlaw.com
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Telephone: 626-844-5050

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courtney@stuartalbanlaw.com
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6 Pasadena, CA 91103
7 Telephone: 323-405-9898

8 Attorneys for PLAINTIFF and the Class

9 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
10 Including Professional Corporations
MOE KESHAVARZI, Cal. Bar No. 223759
11 333 South Hope Street, 43rd Floor
Los Angeles, CA 90071-1422
12 Telephone: 213.620.1780
13 Email: mkeshavarzi@sheppardmullin.com

14 MARK G. RACKERS, Cal. Bar No. 254242
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San Diego, CA 92101-3598
15 Telephone: 619.338.6500
16 Email: mrackers@sheppardmullin.com

17 Attorneys for Defendants UNIVERSITY OF SOUTHERN
CALIFORNIA AND UNIVERSITY OF SOUTHERN
18 CALIFORNIA ALUMNI ASSOCIATION

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

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

23 Plaintiff,

24 v.

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

28 Defendants.

Case No. 22STCV18066

**STIPULATION AND [PROPOSED]
ORDER EXTENDING SETTLEMENT
TIMETABLE**

Assigned to Hon. Carolyn B. Kuhl,
Department: SSCDept12

Initial Status Conference Date: December
9, 2022

Complaint Filed: June 1, 2022

FILED
Superior Court of California
County of Los Angeles
12/08/2023
David W. Slayton, Executive Officer / Clerk of Court
By: L. MGreené Deputy

1 Plaintiff Brian Ralston, individually and on behalf of all others situated (“Plaintiff”)
2 and Defendants University of Southern California and Defendant California Alumni
3 Association (“Defendants,” and, collectively, the “Parties”) together submit, through their
4 undersigned counsel of record, the following Stipulation and Proposed Order.

5 WHEREAS, on November 9, 2023, the Court issued its Order Granting Plaintiff’s
6 Preliminary Approval of Class Action Settlement and Approval of Class Notice (the
7 “Order”);

8 WHEREAS, the Court’s Order includes a detailed timetable dictating when certain
9 actions are to be taken by the Parties prior to final approval, including but not limited to,
10 when Defendants were required to provide Plaintiff’s counsel and the settlement
11 administrator with the class list (November 23, 2023), when the settlement administrator
12 would send notice to the class (December 11, 2023), etc.;

13 WHEREAS, after sending the class list to Plaintiff and the settlement administrator
14 on November 22, 2023, the Parties discovered some discrepancies in the list and
15 determined that certain inquiries and/or corrections in the methodology Defendants used to
16 compile the class list may be needed before the Parties would be confident in the final
17 class list;

18 WHEREAS, the Parties agreed on the type of inquiries to be made (i.e., to various
19 colleges associated with Defendants) and on the format of an updated class list to be
20 provided to Plaintiff, which will now also include the year the graduate certificate was
21 obtained as well as the school it was obtained from, and agreed it would take 45 days to
22 complete those inquiries and updates; and

23 WHEREAS, the Parties therefore seek an extension of the Court’s settlement
24 timetable, whereby all dates are extended, as proposed in the chart below:

| Event | Timing | Original Date | Extended Date |
|--|--|--------------------------|--|
| a. Dissemination of notice to the Class: | Within fourteen (14) days of entry of the Preliminary Approval Order, Defense Counsel shall provide to the | November 23, 2023 | January 19, 2024 (updated class list) |

| Event | Timing | Original Date | Extended Date |
|--|---|-----------------------------------|------------------------------------|
| d. Deadline to request exclusion from Settlement Class: | Ninety (90) days after entry of the Preliminary Approval Order | February 7, 2024 | April 3, 2024 |
| e. Deadline to serve objections: | Ninety (90) days after entry of the Preliminary Approval Order | February 7, 2024 | April 3, 2024 |
| f. Deadline for Class Members to request a printed Bookstore Coupon | Sixty (60) days from the date of delivery of Email or Mail Notice | February 9, 2024 | April 5, 2024 |
| g. Deadline for the parties to respond to any objections | One hundred and four (104) days after entry of the Preliminary Approval Order | February 21, 2024 | April 17, 2024 |
| h. Deadline to email the Bookstore Coupon to each Settlement Class Member | One Hundred and Twenty (120) days after entry of the Preliminary Approval Order | March 8, 2024 | May 6, 2024 |
| i. Deadline for serving and filing Motion for Final Approval of Settlement, Attorneys' Fees and Expenses, and Incentive Awards | One hundred and twenty (150) days after entry of the Preliminary Approval Order | April 8, 2024 | June 6, 2024 |
| j. Final Approval Hearing on Settlement: | One Hundred and Eighty (180) days after entry of Preliminary Approval Order | May 14, 2024 at 10:30 a.m. | July 16, 2024 at 10:30 a.m. |
| k. Deadline to pay Class Counsel the Fee and Expense Award | Thirty (30) days after the Court's Final Approval Order (and receipt of all necessary payment and routing information – including receipt of signed, valid, current W-9 Forms (revised as of October 2018) from both Class Counsel and Plaintiff) | June 13, 2024 | August 15, 2024 |

[PROPOSED ORDER]

Pursuant to the foregoing stipulation, and for good cause appearing, the Court extends the settlement timetable in the following manner:

| <u>Event</u> | <u>Timing</u> | <u>Original Date</u> | <u>Extended Date</u> |
|---|---|---|--|
| a. Dissemination of notice to the Class: | Within fourteen (14) days of entry of the Preliminary Approval Order, Defense Counsel shall provide to the Settlement Administrator the last known email and mailing addresses for the Class. | November 23, 2023 | January 19, 2024 (updated class list) |
| | Within thirty (30) days of entry of the Preliminary Approval Order, the Settlement Administrator will disseminate Email Notice to Class Members via email in a form substantially similar to that set forth in Exhibit A to the Agreement (or U.S. Mail Notice in a form substantially similar to that set forth in Exhibit B to the Agreement, to any Class Members for whom Defendants do not have an email address). | December 11, 2023 | February 6, 2024 |
| | Within fourteen (14) days thereafter, the Settlement Administrator will disseminate U.S. Mail Notice to any Class Members for whom the Email Notice was returned as undeliverable. | December 22, 2023 | February 16, 2024 |
| b. Deadline to reinstate/instate membership in the USCAA to all 1,631 Class Members | Forty-five (45) days after entry of the Preliminary Approval Order | December 26, 2023 | February 20, 2024 |
| c. Deadline for Class Counsel to file application for attorneys' | Fourteen (14) days before the deadline to serve objections or to request | (inadvertently not included in prior schedule) | March 20, 2024 |

| Event | Timing | Original Date | Extended Date |
|--|--|-----------------------------------|------------------------------------|
| fees and expenses | exclusion from Settlement Class | | |
| d. Deadline to request exclusion from Settlement Class: | Ninety (90) days after entry of the Preliminary Approval Order | February 7, 2024 | April 3, 2024 |
| e. Deadline to serve objections: | Ninety (90) days after entry of the Preliminary Approval Order | February 7, 2024 | April 3, 2024 |
| f. Deadline for Class Members to request a printed Bookstore Coupon | Sixty (60) days from the date of delivery of Email or Mail Notice | February 9, 2024 | April 5, 2024 |
| g. Deadline for the parties to respond to any objections | One hundred and four (104) days after entry of the Preliminary Approval Order | February 21, 2024 | April 17, 2024 |
| h. Deadline to email the Bookstore Coupon to each Settlement Class Member | One Hundred and Twenty (120) days after entry of the Preliminary Approval Order | March 8, 2024 | May 6, 2024 |
| i. Deadline for serving and filing Motion for Final Approval of Settlement, Attorneys' Fees and Expenses, and Incentive Awards | One hundred and twenty (150) days after entry of the Preliminary Approval Order | April 8, 2024 | June 6, 2024 |
| j. Final Approval Hearing on Settlement: | One Hundred and Eighty (180) days after entry of Preliminary Approval Order | May 14, 2024 at 10:30 a.m. | July 16, 2024 at 10:30 a.m. |
| k. Deadline to pay Class Counsel the Fee and Expense Award | Thirty (30) days after the Court's Final Approval Order (and receipt of all necessary payment and routing information – including receipt of signed, valid, current W-9 Forms (revised as of | June 13, 2024 | August 15, 2024 |

| Event | Timing | Original Date | Extended Date |
|--|--|----------------------|---------------------------|
| | October 2018) from both Class Counsel and Plaintiff) | | |
| 1. Deadline to ensure that USC/USCAA's advertising relating to the GRCT Programs accurately describes the benefits available to GRCT graduates | Sixty (60) days after the Final Approval Order | July 14, 2024 | September 16, 2024 |

IT IS SO ORDERED.

DATED: 12/08/2023



HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT

SERVICE LIST

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10 Attorneys for Plaintiff and the Class

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14
15 BRIAN RALSTON, individually and on
behalf of all others situated,

16 Plaintiff,

17 v.

18 UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Corporation; and
19 UNIVERSITY OF SOUTHERN
CALIFORNIA ALUMNI ASSOCIATION,
20 form of entity unknown,

21 Defendants.

Case No. 22STCV18066

**DECLARATION OF ANDREW J. KUBIK
IN SUPPORT OF PLAINTIFF'S MOTION
FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND
SERVICE AWARD**

Date: July 16, 2024

Time: 10:30 a.m.

Dept: SSC Dept. 12

Judge: Hon. Carolyn B. Kuhl

1 I, Andrew J. Kubik, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am Of Counsel with
3 the law firm Singian Law, counsel of record for Plaintiff in the above-referenced lawsuit. I am over
4 18 years of age and I make this declaration based upon my own personal knowledge. I have personal
5 knowledge of the matters stated below, and if called on to testify, would do so truthfully.

6 2. This declaration is filed in support of Plaintiff's Motion for Attorneys' Fees and Expenses.

7 3. I was admitted to the California Bar in December 2006 and have been a member in good
8 standing since that date. I have over seventeen (17) years of experience in civil litigation. I am a
9 2006 graduate of California Western School of Law.

10 4. I have litigated a variety of claims including claims for false advertising, shareholder rights,
11 securities fraud, violations of antitrust laws, unfair competition, defective products, privacy, breach
12 of contract, and international telecommunications fraud.

13 5. I was part of the lead-counsel team that represented a class of purchasers of Bosch front-
14 load washing machines alleging a defect that resulted in mold and mildew build-up inside the
15 washers, *Tait et al. v. BSH Home Appliances Corporation*, No. 10-00711 (C.D. Cal). The case was
16 certified as a class action by District Judge David O. Carter, and Bosch appealed the decision to the
17 Ninth Circuit Court of Appeals and United States Supreme Court. After extensive expert discovery
18 and contentious motion practice, consumers ultimately prevailed and a settlement valued at over
19 \$35 million was reached just weeks before trial.

20 6. More recently, I was a member of lead-counsel team in class privacy litigation *In re Toll*
21 *Rds. Litig. Penny Davidi Borsuk*, No. 16-cv-00262 (C.D. Cal.) which resulted in a settlement valued
22 at over \$175 million.

23 7. Some other favorable class settlements I have helped to achieve for consumers and investors
24 include: \$20 million settlement in *Streit, et al. v. Famer's Group, Inc. et al.* No. BC434852 (Los
25 Angeles Superior Court); \$175 million settlement in antitrust case *Comes v. Microsoft Corp.*, No.
26 CL82311 (D. IA); a \$137.5 million settlement in securities fraud case *Carpenters Health & Welfare*
27 *Fund v. The Coca-Cola Co.*, No. 00-2838 (N.D. Ga.); a \$48 million settlement in the antitrust case
28 *In re Reformulated Gasoline (RFG) Antitrust & Patent Litigation*, No. 05-01671 (C.D. Cal.); a \$1.95

1 million settlement in *Dance v. Levit Corp. Securities Litigation*, a \$75 million settlement *In Re*
2 *Wachovia Securities Litigation*, and a 100% refund of unfair car-rental fees in *Ticho v. Budget Rent-*
3 *a-Car Systems*. I have also obtained favorable results for consumers in class cases involving
4 defective Electrolux refrigerators, defective Maytag dishwashers manufactured by Whirlpool, and
5 therapeutic heating pads marketed by Kaz, Inc.

6 8. Since 2013, courts in California have approved my work at an hourly billing rate of \$400-
7 \$600. In 2013, Judge Marilyn Huff of the Southern District of California approved my billing rate
8 at \$400/hr. *Beck-Ellman v. Kaz USA, Inc.*, No. 3:10-CV-02134-H-DHB, 2013 U.S. Dist. LEXIS
9 189308, at *24 (S.D. Cal. June 11, 2013). In 2015, Judge Carter of the Central District of California
10 approved my work at a rate of \$400 per hour. *Tait v. BSH Home Appliances Corp.*, No. SACV 10-
11 0711-DOC (ANx), 2015 U.S. Dist. LEXIS 98546, at *38 (C.D. Cal. July 27, 2015). More recently,
12 in May 2021, Judge Yvette M. Palazuelos of the Los Angeles Superior Court approved my rate at
13 \$600 per hour in *Streit, et al. v. Famer's Group, Inc. et al.* No. BC434852 (Los Angeles Superior
14 Court) and in February 2022, Judge Otis D. Wright of the Central District of California approved
15 my rate of \$600 per hour in *In re Toll Rds. Litig. Penny Davidi Borsuk*, No. 6-cv-00262 (Dkt. #
16 630)(C.D. Cal.).

17 9. In 2016, a New Jersey court approved my rate at \$500/hr. *In re Electrolux Home Products*
18 *Ice Makers Cases*, No. 12-cv-02241 (Dkt. # 188)(D.N.J.).

19 10. From inception to date, I have spent approximately 36.6 hours on this matter.

20
21 I declare under penalty of perjury under the laws of State of California that the foregoing is
22 true and correct and that this declaration was executed on March 20, 2024 at San Diego, California.

23 Digitally signed by Andrew Kubik
DN: cn=Andrew Kubik, o=Law Office of Andrew J. Kubik, ou, email=ajk@andrewkubiklaw.com,
c=US
Date: 2024.03.20 08:09:37 -0700

24 Andrew J. Kubik

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lizelle@singianlaw.com
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9 Telephone: 323-405-9898

10 Attorneys for Plaintiff and the Class

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14
15 BRIAN RALSTON, individually and on
behalf of all others situated,

16 Plaintiff,

17 v.

18 UNIVERSITY OF SOUTHERN
19 CALIFORNIA, a California Corporation; and
UNIVERSITY OF SOUTHERN
20 CALIFORNIA ALUMNI ASSOCIATION,
form of entity unknown,

21 Defendants.

Case No. 22STCV18066

**DECLARATION OF COURTNEY
STUART-ALBAN IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF EXPENSES, AND SERVICE AWARD**

22
23 I, Courtney Stuart-Alban, declare as follows:

24 1. I am an attorney licensed to practice law in the State of California. I am a shareholder with
25 the law firm Stuart Alban Law PC, counsel of record for Plaintiff in the above-referenced lawsuit.
26 I am over 18 years of age and I make this declaration based upon my own personal knowledge. I
27 have personal knowledge of the matters stated below, and if called on to testify, would do so
28 truthfully.

1 2. This declaration is filed in support of Plaintiff's Motion for Attorneys' Fees and Expenses.

2 3. I graduated from the University of Southern California Gould School of Law in 2002 and
3 was admitted to the California Bar in February 2003. I am a member of the USCAA, and I am
4 familiar with its benefits.

5 4. Immediately after graduating from law school, I started as an associate at the renowned
6 international law firm, Arnold & Porter, where I practiced in the litigation department for almost
7 nine years. Upon departing Arnold & Porter, I accepted a position as Counsel with Blakely Law
8 Group where I remained for approximately three years before founding Stuart Alban Law.

9 5. I have over twenty-one years of experience practicing law all of which time has been focused
10 on civil litigation. During this time, I have litigated a broad variety of claims including without
11 limitation claims for unfair business practices, unfair competition, false advertising, civil fraud,
12 gender discrimination, breach of contract, bad faith, breach of fiduciary duty, trademark
13 infringement, copyright infringement, failure to disclose, premises liability, and partnership
14 disputes, among others.

15 6. I have litigated claims in numerous state, federal, and administrative courts, including Los
16 Angeles Superior Court, the California Court of Appeals; the Central District of California, the
17 Southern District of California, and the Northern District of California; the United States
18 Bankruptcy Court (Central District of California); the Ninth Circuit Court of Appeals; the Southern
19 District of New York and the Second Circuit Court of Appeals; the District of Oregon; and the
20 Trademark Trials and Appeals Board. I have also served and am currently serving as lead counsel
21 in domestic and international arbitrations before the American Arbitration Association.

22 7. Most recently, I am the lead trial counsel in a false advertising and unfair business practices
23 class action case filed against Salesforce, a fortune 500 software as a service or "Saas" company,
24 *Roy v. Salesforce*, No. 3:24-cv-01219-TSH (N.D. Cal.), which is currently pending.

25 8. I have served as lead counsel in the following trials, *Fyrst Envisions Inc. v. Skisen et al.*, No.
26 BC662275 (Sup. Ct., County of Los Angeles), *Laurel Fresquez et al v. Diane Brown et al*, 2:07-cv-
27 04969-GAF-JWJ (C.D. Cal.); and *In re Bear Valley Family Ltd. P'ship*, United States Bankruptcy
28 Court for the Central District of California, adversary proceeding.

1 9. My current base billing hourly rate is \$600. I have taken several cases on a contingency
2 basis in recent years, and I have consistently earned considerably *more* than the less-than-\$600 per
3 hour I am requesting here (after caps on fees that we agreed to over 14 months ago are imposed).
4 By way of example, since filing this case in June 2022, I settled two other non-class cases where
5 my fees were well into the seven figures combined, for not that much more work. I agreed to a
6 smaller return in this case, because as the Court and counsel are undoubtedly aware, it is difficult to
7 “break into” the class action space, particularly as women and owners of smaller firms, and this is
8 something that I and Ms. Brandt have been actively working together to expand our practices into
9 for several years. The size of this class made it manageable, and having an experienced class action
10 litigator in Andrew J. Kubik as part of our team, helped ensure we litigated this case properly and
11 efficiently. There is no question that we were dedicated and diligent and that we earned the fees we
12 are seeking here for the time and skill that we devoted to this matter and the results we achieved for
13 the Class.

14 10. Because my office is a small boutique firm, I do not regularly fund the overhead necessary
15 to support a class action lawsuit. I intentionally set aside time and resources for this case, which
16 came with some opportunity costs as we were careful to avoid a situation where our firm could not
17 devote sufficient resources to its commitments.

18 11. I agreed to work on this case on a contingency basis, incurring the risk that I could be paid
19 nothing for my services and ensuring, at a minimum, that any payment would be delayed. I
20 proceeded with the confidence that my education, skill, and experience, as well as my prior financial
21 success and firm budgeting, had equipped me to represent Ralston and the putative class through
22 trial, notwithstanding the risk of nonpayment.

23 12. The rigorous informal discovery performed by Class Counsel led to a thoroughly
24 researched complaint and a preliminary settlement without any motion practice or formal
25 discovery. I also dedicated significant time preparing for and attending two full days of mediation
26 with a JAMS mediator and participated in post-mediation advocacy to achieve a settlement that
27 provides significant benefits to the Class Members and the general public.

28 13. From inception to-date, I have spent **129.9 hours** on this matter.

1 14. The hours that I billed on this case are divided into the following categories.

| CATEGORY | CSA | J |
|---------------------------------|--------------|---|
| Prepare and Strategize | 21.85 | |
| Research | 25.71 | |
| Draft/revise | 49.85 | |
| Review/analyze | 6.45 | |
| Communicate (w/outside counsel) | 1.4 | |
| Communicate (other external) | 0.4 | |
| Appear for/attend | 24.2 | |
| TOTALS | 129.9 | |

7 15. Specific costs and expenses for me e-filing and court-ordered e-service were \$780.95 with
8 an additional expected amount of \$270.00 (total **\$1050.95**).

9 16. Specific costs and expenses for me for parking were **\$25.60**.

10 17. I will be prepared at the hearing on this motion to provide supporting documentation to
11 evidence the hours I spent working on this matter and the expenses incurred so that the Court may
12 conduct an *in camera* review of these items if it wishes to do so.

14 I declare under penalty of perjury under the laws of State of California that the foregoing is
15 true and correct and that this declaration was executed on March 20, 2024 at Pasadena, California.

16 

17 _____
18 Courtney Stuart-Alban

28

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10 Attorneys for Plaintiff and the Class

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14
15 BRIAN RALSTON, individually and on
behalf of all others situated,

16 Plaintiff,

17 v.

18 UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Corporation; and
19 UNIVERSITY OF SOUTHERN
CALIFORNIA ALUMNI ASSOCIATION,
20 form of entity unknown,

21 Defendants.

Case No. 22STCV18066

**DECLARATION OF JUAN PABLO
ALBÁN IN SUPPORT OF PLAINTIFF'S
MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES, AND
SERVICE AWARD**

1 I, Juan Pablo Albán, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am a shareholder with
3 the law firm Stuart Alban Law PC, counsel of record for Plaintiff in the above-referenced lawsuit.
4 I am over 18 years of age and I make this declaration based upon my own personal knowledge. I
5 have personal knowledge of the matters stated below, and if called on to testify, would do so
6 truthfully.

7 2. This declaration is filed in support of Plaintiff's Motion for Attorneys' Fees and Expenses.

8 3. I graduated from Harvard Law School in 2001 and was admitted to the California Bar in
9 December 2001 and have been a member in good standing since that date. I have over twenty-three
10 years of experience practicing law with over thirteen (13) years of experience in civil litigation,
11 including at the renowned litigation firm Quinn Emanuel Urquhart & Sullivan LLP.

12 4. I have litigated a variety of claims including claims for false advertising, unfair business
13 practices, breach of contract, securities fraud, civil fraud, breach of fiduciary duty, insurance, and
14 intellectual property theft.

15 5. I was part of the lead counsel team that represented a class of purchasers of precious metals
16 futures contracts alleging fraud and failure to maintain inventory of purchased precious metals,
17 *Walker v. Monex Deposit Company*, No. 04CC00082 (Sup. Ct., County of Orange). The case was
18 certified as a class action by Superior Court Judge Jonathan H. Cannon, survived a summary
19 judgment challenge, and the case settled thereafter.

20 6. More recently, I am a member of the lead counsel team in false advertising and unfair
21 business practices class action litigation, *Roy v. Salesforce*, No. 3:24-cv-01219-TSH (N.D. Cal.),
22 currently pending.

23 7. In addition, I have been a member of lead counsel teams in the following three jury trials:
24 *Occidental Petroleum Corporation v. Central Underwriters at Lloyds*, No. BC270923 (Sup. Ct.,
25 County of Los Angeles); *Mattel Inc. v. MGA Entertainment Inc.*, No. 2:04-cv-09049-SGL-RNB
26 (C.D. Cal.); and *Fyrst Envisions Inc. v. Skisen et al.*, No. BC662275 (Sup. Ct., County of Los
27 Angeles).

28 8. At the time I left the law firm of Quinn Emanuel in 2008 as a senior associate, the firm billed

1 me out at an hourly rate of \$800 per hour. My current base billing hourly rate for Stuart Alban Law
2 PC is \$600 per hour.

3 9. From inception to-date, I have spent 19.8 hours on this matter.
4

5 I declare under penalty of perjury under the laws of State of California that the foregoing is
6 true and correct and that this declaration was executed on March 20, 2024 at Pasadena, California.

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10 Juan Pablo Albán
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10 Attorneys for Plaintiff and the Class

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 COUNTY OF LOS ANGELES, CENTRAL DISTRICT

14
15 BRIAN RALSTON, individually and on
behalf of all others situated,

16 Plaintiff,

17 v.

18 UNIVERSITY OF SOUTHERN
CALIFORNIA, a California Corporation; and
19 UNIVERSITY OF SOUTHERN
CALIFORNIA ALUMNI ASSOCIATION,
20 form of entity unknown,

21 Defendants.

Case No. 22STCV18066

**DECLARATION OF PLAINTIFF BRIAN
RALSTON IN SUPPORT OF
PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND SERVICE AWARD**

Date: July 16, 2024

Time: 10:30 a.m.

Dept: SSC Dept. 12

Judge: Hon. Carolyn B. Kuhl

1 **DECLARATION OF BRIAN RALSTON**

2 I, Brian Ralston, declare as follows:

3 1. I am a competent adult, over 18 years of age, and I make this declaration based upon my
4 own personal knowledge. I am the named Plaintiff and proposed Class Representative in this
5 lawsuit. I have personal knowledge of the matters stated below, and if called on to testify, would
6 do so truthfully.

7 2. This declaration is filed in support of Plaintiff's Motion for Attorneys' Fees and Expenses
8 and Service Award.

9 3. For nearly two years I have actively represented the Proposed Class.

10 4. I have made personal sacrifices for the benefit of the Class. For example, as a result of my
11 participation in this litigation, now anyone who googles my name will see news articles and pages
12 talking about my involvement in this lawsuit.

13 5. I have never been a plaintiff in a class action lawsuit before deciding to be a plaintiff in this
14 case. At no time in this litigation was I promised money to serve as the proposed Class
15 Representative. My main goal as a Class Representative has been to seek the best result for all
16 Class Members. I reviewed the Settlement terms reached in this case, and I approve of the
17 Settlement because I believe it is a good result for the Class Members, who are fellow graduates of
18 University of Southern California's ("USC") Graduate Certificate Programs ("GRCT") from 2000
19 - December 2023.

20 6. Before starting this lawsuit, I searched diligently for attorneys who could file this lawsuit. I
21 understood that, by filing this lawsuit, I would work with my attorney to represent the best
22 interests of the Class Members. I am also grateful that Class Counsel took on this matter on a
23 contingency basis as I would not have been able to pay for such representation at Class Counsel's
24 regular hourly rates.

25 7. Prior to filing this lawsuit, I also helped my attorneys with the investigation of my claims,
26 including assisting them in requesting my student records, transcripts and degree verifications
27 from USC. I also reviewed files that my family kept on my record of attendance at USC, including
28 tuition paid, courses taken, and degrees completed. I estimate that I spent 6 hours on these tasks.

1 8. I have actively assisted my attorney in all the phases of this litigation to advance the
2 interests of the Class to the best of my abilities. Once retained, I compiled relevant information
3 and documents from my time attending USC, including before, during, and after, to assist with
4 litigating this case.

5 9. As we were preparing to file the Complaint, I provided my attorneys with the documents
6 and information they needed to draft and file the Complaint. I also discussed the responsibilities
7 that I would have as a class representative with my attorney, including my responsibility to act on
8 behalf of the interests of all proposed Class Members. I estimate that I spent 3 hours on these
9 tasks.

10 10. After I became a plaintiff, I complied with my attorney's requests for preserving evidence
11 related to the case and spent time gathering potentially relevant documents. I estimate that I spent
12 8 hours on these tasks.

13 11. As a class representative, I have participated actively in this lawsuit. Over the course of
14 this litigation, I have stayed in regular contact with my attorneys and thus received regular updates
15 on the case via phone calls and e-mails, and meetings in person. I reviewed several drafts of court
16 filings sent to me via e-mail including this draft of my declaration. These phone calls and e-mail
17 messages included discussions regarding the legal theories in the case, court filings, sources of
18 evidence, my experience prior to enrollment, during enrollment, and after enrollment with USC,
19 and/or the status of the case. In total, I estimate that I spent about 5 hours on these tasks.

20 12. I attended two full-day mediations in person with mediator Elliot Gordon, on November
21 10, 2022 and December 14, 2022, that resulted in this Settlement, as well as the initial October 11,
22 2023 hearing on the motion for preliminary approval of class action settlement (I appeared
23 remotely with Counsel), and the subsequent continued hearing date on November 9, 2023, where I
24 appeared in person before Judge Kuhl. In total, I estimate that I spent about 32 hours preparing for
25 and attending these two days of mediation and hearings on two motions for preliminary approval
26 of class action settlement. I also plan to attend the Final Approval hearing, and I anticipate
27 spending an additional 6 hours to review the motion for final approval, as well as to both prepare
28 for and attend such hearing, including travel time.

1 13. Throughout this process I weighed in with my attorneys to help ensure that the class
2 members were treated fairly, even as between mail notice versus email notice class members in the
3 dissemination of the class notices and information regarding the benefits provided to the class
4 members. I also weighed in to help ensure that an additional 363 USC graduates were added as
5 Class Members post-preliminary approval of the Class Action settlement.

6 14. I also reviewed, analyzed, and signed the Settlement Agreement, the Amended Settlement
7 Agreement, and exhibits. I estimate that I spent approximately 3 hours on these tasks.

8 15. At all times, I have tried to fairly represent the other Class Members. From when I first
9 contacted my attorney's office for an intake until now, I have stayed actively involved in the
10 litigation. As I describe in more detail above, I have kept in regular contact with my attorney's
11 office, as a way to monitor the progress of the case and contribute however I can. Overall, I
12 estimate that I spent about 64 hours on this case.

13 16. Looking back at where we have come, I am very pleased with my selection of Singian Law
14 and Stuart Alban Law to prosecute this class action. Their extensive litigation experience and skill
15 was demonstrated at every step of the case. Notably, Singian Law's Lizelle S. Brandt and Stuart
16 Alban Law's Courtney Stuart Alban, as USC alumni themselves from the USC Gould School of
17 Law in 2002, had first-hand in-depth knowledge and experience with all of the USC alumni
18 benefits over the past two decades, which assisted in the handling of this matter that centered
19 around alumni benefits being revoked. This experience and skill is also displayed in the very
20 detailed 53-paged Complaint, complete with 23 figures of evidence, that was filed. Their skills
21 and tenacity are also displayed in the very thorough and detailed investigation they conducted to
22 research USC advertising of over 116 graduate certificate ("GRCT") programs, across 16 graduate
23 schools, alumni benefits, which produced a trove of information including USC advertising from
24 2000 to the Present. Class counsel and I also combed through videos for representations made by
25 USC Presidents over the years, which was also noted in the Complaint. I believe that Defendants
26 reached out to us shortly after being served with the Complaint to suggest mediation because of
27 how thoroughly well-drafted and evidence-packed the Complaint was.

28 17. During mediation Singian Law and Stuart Alban law continued to demonstrate their

1 experience and skill, including their unique positions as USC alumni showing a personal
2 understanding of all benefits available to USC alumni, ensuring that any settlement achieved
3 would be fair to the class.

4 18. After the November 9, 2023 Order granting initial preliminary approval of the class action
5 settlement, I was further impressed by the tenacity and advocacy of Class Counsel, as it was
6 through their diligence that we discovered a significant amount of class members were missing
7 from the initial contact lists provided by Defendants to the Settlement Administrator American
8 Legal. I understand that on November 29, 2023, Lizelle S. Brandt personally drove through heavy
9 rain to one of the missing class members' place of business, to photograph their USC diploma as
10 evidence of missing class members. Following Class Counsel pointing this out to Defendants
11 counsel, I understand Defendants did an additional thorough evaluation of all of its graduate
12 certificate programs, resulting in an increase of nearly 363 class members, from 1,459 to 1,822 --
13 which is an increase of the class of roughly 25%, post-preliminary settlement approval.

14 19. I noticed Class Counsel's tenacity on display repeatedly in reviewing correspondence
15 between them and opposing counsel, where they displayed their advocacy for all class members,
16 including very recently, in regards to providing instructions to both mail class members and email
17 class members on how to access the USC alumni portal.

18 20. On February 19, 2024, and in the days following, multiple members of the class have reached
19 out to me in gratitude for having had their alumni membership and benefits restored, and have told
20 me that they have registered their USC Alumni profiles.

21 21. I am proud of the results that this class action has already achieved, in particular having my
22 membership in the USC Alumni Association restored.

23 22. Before this lawsuit, I did not feel that I could confidently tell other professionals or
24 prospective employers that I graduated from USC, because I knew that if someone had access to the
25 USC Alumni Directory that I would not be found if they tried to verify it, which would risk making
26 me look like a liar.

27 23. Now, with what this lawsuit has accomplished, I can confidently say I am an alumnus, and
28 an alumnus of one of the most prestigious universities in the world.

1 24. I have already taken charge of my alumni directory profile. I have utilized the database to
2 reach out to fellow USC alums. I find the online alumni directory to be a powerful networking and
3 career tool to whoever decides to utilize it. As of this date, I note that users can search by Name,
4 School, Degree, Major, Class Year, Location (by Country, City, and/or State), Employment (by
5 Industry, Job Title, or Organization), and by the graduate's involvement at USC (e.g. Campus Group,
6 Fraternities). I have been able to conduct directory searches filtering by Year of graduation, and
7 listing the USC School of Cinema. I have also been able to see what USC alumni list Netflix as
8 their place of employment (by doing a word search in the "Organization Name" field). Within that
9 I can filter by Job Title, Year of Graduation, and Geographical Location. As a composer for film
10 and television, it gives me great value to find the listing of USC alumni who graduated around the
11 time did who are in the movie industry and who I can directly message through this directory and
12 who I might not otherwise have direct access to contact. The directory allows you to type in a job
13 title so I can also filter searches by "Movie Director." I also see the social value of this directory.
14 For instance, a USC alumnus who lives in London might want to see what other USC alumni list
15 London as their location to possibly network or meet up with. Members of a particular USC
16 fraternity can search for all USC alumni in a particular industry, or geographic region. Additionally,
17 in searching around the USC Alumni Portal that I now have access too, I also noticed a portal called
18 the "Trojan Network," which appears to be a private USC alumni-only platform that reminds me of
19 LinkedIn in, and which as of when I last looked at it appears to have over 19,769 users.

20 25. I have also already gone to campus to take advantage of my 10% alumni discount. And I
21 look forward to continuing to take advantage of my restored membership in the USC Alumni
22 Association, and all it has to offer. I also look forward to receiving the USC Bookstore Coupon.

23 26. I also look forward to USC correcting their advertising of all of their GRCT programs, across
24 all of their graduate schools, so that the general public and other potential students who are weighing
25 whether or not to attend a USC GRCT program, will be informed about what benefits they will have
26 if they graduate, including as to whether or not they will be part of the USC Alumni Association.

27 27. I do not have interests that are antagonistic to or in conflict with other Class Members. I do
28 not have interests that might otherwise hinder my ability to represent the Class or that prevent me

1 from being confirmed as Class Representative in this lawsuit. I am not related in any way to my
2 attorney or to any other member of the firm that is representing me. I have no business dealings or
3 other involvement with Class Counsel beyond this lawsuit and this representation.

4 28. I believe that the proposed Settlement obtained on behalf of the Class is fair and reasonable
5 in light of the issues involved in this case.

6 29. It is my opinion that the Settlement provides for a fair and service award for me in the
7 amount of \$2,500. I believe that this is fair and reasonable, in light of all of the work that I have
8 performed in my role as Class Representative. As Class Representative, I have actively
9 participated in all stages of the litigation, as detailed above, and have always maintained the best
10 interests of the Class while performing my Class Representative duties.

11 30. I am prepared to continue to assist with this litigation until judgment and committed to
12 achieving the best possible results for the Class.

13 31. I have reviewed Class Counsel's request for attorneys' fees and reimbursement of expenses
14 and fully support their request.

15 32. I believe that I have diligently, adequately, and fairly represented the absent Class and
16 herein request that the Court finally approve this Settlement and confirm me as Class
17 Representative. I have not placed my own interests above those of any member of the Class but
18 have always kept the Class Members' best interests at heart in this litigation.

19 I declare under penalty of perjury under the laws of State of California that the foregoing is
20 true and correct and that this declaration was executed on March 20, 2024 at Los Angeles,
21 California.



22
23 Brian Ralston

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