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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*

TABLE OF CONTENTS

1

2 I. INTRODUCTION 1

3 II. STATEMENT OF FACTS 2

4 III. ARGUMENT 5

5 A. Lodestar Method Applies to Calculate Class Counsel’s Fees 5

6 B. Class Counsel’s Fee Request is Imminently Reasonable; It is Less than Lodestar Fees Even
7 Without a Multiplier, Which Should Apply as an Upward Adjustment..... 7

8 C. Class Counsel Was Uniquely Positioned to Bring These Claims..... 11

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

13 E. Class Counsel Should Be Reimbursed for Their Litigation Expenses 14

14 F. The Proposed Service Award Is Fair, Reasonable, and Appropriate..... 15

15 G. The Requested Attorneys' Fees, Expenses, and Service Award Will Be Paid by Defendants, Who
16 Have Agreed Not To Object To Such Request, And Will Not Impact the Settlement..... 17

17 IV. CONCLUSION..... 18

18

19

20

21

22

23

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25

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27

28

TABLE OF AUTHORITIES

Cases

Bell v. Farmers Ins. Exchange, 115 Cal.App.4th 715 (2004)..... 16

Dornberger v. Metropolitan Life Ins. Co. 203 F.R.D. 118 (S.D.N.Y. 2001) 16

Graham v. DaimlerChrysler Corp., 34 Cal.4th 553 (2004)..... 7, 10

Hanlon v. Chrysler Corp., 150 F.3d 1011 (9th Cir. 1998) 6

Hayward v. Ventura Volvo, 108 Cal.App.4th 509 (2003) 1

HPL Technologies, Inc. Securities Litigation, 366 F.Supp.2d 912 (N.D. Cal. 2005)..... 6, 8

In re Cellphone Fee Termination Cases, 186 Cal.App.4th (2010)..... 16

In re Ferrero Litigation, 583 F. App'x 665 (9th Cir. 2014)..... 6

Ketchum v. Moses, 24 Cal.4th 1122 (2001)..... 7, 8

Lealao v. Beneficial California, Inc., 82 Cal. App. 4th 19 (2000) 5

Meister v. Regents of Univ. of California, 67 Cal. App. 4th 437 (1998)..... 5

PLCM Group, Inc. v. Drexler, 22 Cal. 4th 1084, 1095 (2000)..... 6

Press v. Lucky Stores, Inc., 34 Cal. 3d 311, 1983 Cal. LEXIS 218 (Cal. 1983)..... 6

Sigma Beta Xi, Inc., et al. v. County of Riverside, et al. EDCV 18-1399 JGB (JEMx) (2020)..... 8

Skinner v. Ken's Foods, Inc., 53 Cal. App. 5th 938 (2020) 11

Tipton-Whittingham v. City of L.A., 34 Cal. 4th 604 (2004)..... 11

Van Vranken v. Atlantic Richfield Co., 901 F.Supp. 294 (N.D.Cal. 1995)..... 16

Yeagley v. Wells Fargo & Co., 365 F. App'x 886 (9th Cir. 2010)..... 6

Statutes

Cal. Bus. & Prof. Code § 17200 2

Cal. Bus. & Prof. Code § 17500 2

Cal. Civ. Code § 1021.5(a) 1

Cal. Civ. Code § 1780 (e) 1

Cal. Civ. Code § 1750..... 2

Cal. Civ. Code §1021.5 (b) 1

Cal. Civ. Code §1021.5 (c) 1

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
F.Supp. 294, 299 (N.D.Cal. 1995).) These “incentive awards” to class representatives
must not be disproportionate to the amount of time and energy expended in pursuit of the
lawsuit. (See *Dornberger v. Metropolitan Life Ins. Co.* 203 F.R.D. 118, 124–125
(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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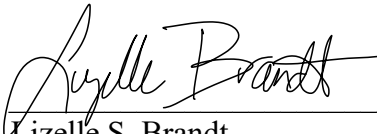
1 **IV. CONCLUSION**

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 Respectfully submitted,

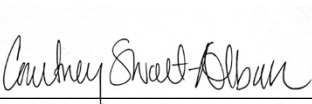
11 Date: March 20, 2024

SINGIAN LAW

12
13 By: 
14 Lizelle S. Brandt
15 Andrew J. Kubik
Counsel for Plaintiff and the Class

16 Date: March 20, 2024

STUART ALBAN LAW

17
18 By: 
19 Courtney Stuart-Alban
20 Juan Pablo Alban
Counsel for Plaintiff and the Class

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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
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

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

4 **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

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

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

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

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

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

28 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

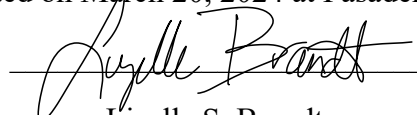
1 amended December 8, 2023 as to the timetable. See Exh. B attached hereto, November 9, 2023
2 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement and
3 Approval of Class Notice and December 8, 2023 Stipulation and Order Extending Settlement
4 Timetable. Specifically, 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