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

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

15 Plaintiff,

16 v.

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

20 Defendants.
21

Case No. 22STCV18066

**PLAINTIFF'S NOTICE OF UNOPPOSED
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: July 16, 2024

Time: 10:30 a.m.

Dept: Dept. 12

Judge: Hon. Carolyn B. Kuhl

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/06/2024 4:45 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Drew, Deputy Clerk

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TO THE HONORABLE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD:

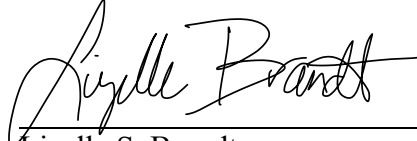
PLEASE TAKE NOTICE that on July 16, 2024 at 10:30 a.m., or as soon as this matter can be heard in Department 12 of the above-entitled Court, Plaintiff BRIAN RALSTON, on behalf of himself and all others situated (“Plaintiff”), will and hereby does move this Court for an Order granting final approval of the class action settlement (“Settlement”) pursuant to California Rules of Court Rule 3.769.

Defendants University of Southern California (“USC”) and University of Southern California Alumni Association (“USCAA”) (collectively, “Defendants”) do not oppose this Motion. This Motion is made on the grounds that the Settlement is fair, adequate, reasonable, and in the best interests of all parties to this action. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This Motion is based on this Notice, the accompanying Memorandum of Points and Authorities in support thereof, Defendants’ Notice of Non-Opposition, the Declarations of Lizelle S. Brandt, Brian Ralston, Noah Fiori, Teresa Verbeck, and Darren James, all other papers submitted concurrently herewith, any matters of which the Court may take judicial notice, all documents on file in this action, including the preliminary approval papers, Plaintiff’s Motion for Attorneys’ Fees, Reimbursement of Expenses, and Service Award, and any additional papers or arguments submitted on or before the hearing on the Motion.

1 Dated: June 6, 2024

2 SINGIAN LAW and STUART ALBAN LAW

3 

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TABLE OF CONTENTS

Page

I. INTRODUCTION.....6

II. FACTUAL BACKGROUND AND RESULTS OF THE NOTICE PROCESS7

 A. Litigation History7

 B. Preliminary Approval of the Settlement.....7

 C. Review of Settlement Terms8

 D. Results of the Notice Process and Status of Settlement Timetable.....9

 1. How Benefits Were Distributed to the Class9

 2. Opt-Outs and Objections10

 3. Website.....11

 4. Benefits to Unreachable Class Members11

 5. Corrective Advertising12

 6. Attorney’s Fees and Service Award.....12

III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT12

 A. The Settlement Is Entitled To a Presumption of Fairness.12

 B. The Settlement Is Reasonable.14

 1. The Strength of Plaintiff’s Case14

 2. The Risks, Expenses, Complexity and Likely Duration of Further
Litigation15

 3. The Amount Offered in Settlement.....16

IV. CONCLUSION17

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
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23
24
25
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27
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TABLE OF AUTHORITIES

Page(s)

Cases

7-Eleven Owners for Fair Franchising v. Southland Corp. (2000)
85 Cal. App. 4th 1135 12

In re Anthem, Inc. Data Breach Litig. (N.D. Cal. 2018)
327 F.R.D. 299 16

Fasuyi v. Permatex, Inc. (2008)
167 Cal.App.4th 681 11

Kullar v. Foot Locker Retail, Inc. (2008)
168 Cal.App.4th 116 14, 15

Low v. Trump Univ., LLC (9th Cir. 2018)
881 F.3d 1111 11

Munoz v. BCI Coca-Cola Bottling Co. of L.A. (2010)
186 Cal.App.4th 399 13, 14

Wershba v. Apple Computer, Inc. (2001)
91 Cal.App.4th 224 12, 13, 15

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Brian Ralston (“Plaintiff” or “Class Representative”) brings this unopposed
4 Motion for Final Approval of Class Action Settlement, which will resolve all claims against
5 Defendants University of Southern California (“USC”) and University of Southern California
6 Alumni Association (“USCAA”) (collectively, “Defendants”) brought by a stipulated class of
7 1,822 individuals who completed a USC Graduate Certificate Program, did not otherwise have a
8 degree from USC, and whose membership in the USCAA was revoked and/or not provided to
9 them from January 1, 2000 to the date of the Preliminary Approval Order (the “Class” or “Class
10 Members,” as defined further herein).

11 The Court previously granted Plaintiff’s Motion for Preliminary Approval, finding the
12 Settlement to be fair, reasonable, and adequate. (See 11/9/23 Minute Order.) The Court reached
13 this conclusion after Plaintiff submitted supplemental briefing, including a supplemental
14 declaration from proposed settlement administrator American Legal Claim Services (“ALCS”),
15 detailing ALCS’ experience with similar settlements, as well as an amended Settlement
16 Agreement (the “Settlement” or “Agreement”) clarifying the timing and delivery of the benefits to
17 be provided to the Class. (See Brandt Decl., at ¶ 2, Ex. 1 (“Brandt Prelim. App. Decl.”).)

18 Following a robust notice process, the vast majority of the Class have now successfully
19 received notice of the Settlement (“Notice”), have been reinstated and/or registered as a member
20 of the USCAA, and have received a \$50.00 Bookstore Coupon, as required by the Settlement.
21 (See Fiori Decl. ¶¶ 6, 9; Verbeck Decl. ¶ 8; James Decl. ¶¶ 8-11¹.) And, as to the few Class
22 Members that ALCS and/or Defendants could not reach and/or verify their contact information,
23 the parties have agreed to donate the funds those Class Members would have received to an
24 appropriate fund.

25 In granting preliminary approval, this Court carefully considered the Settlement with the
26 same rigor applicable at the final approval stage. Accordingly, for the same reasons set forth in

27 _____
28 ¹ The Declarations of Teresa Verbeck and Darren James are attached to Defendants’ Notice of
Non-opposition, filed concurrently herewith.

1 the preliminary approval papers, and for the additional reasons set forth herein, the Court should
2 grant final approval of the Settlement.

3 **II. FACTUAL BACKGROUND AND RESULTS OF THE NOTICE PROCESS**

4 **A. Litigation History**

5 Plaintiff filed the instant class action on June 1, 2022, alleging that USC improperly
6 revoked and/or failed to grant USCAA membership and alumni benefits to GRCT graduates, and
7 failed to disclose or otherwise clarify its change in policy regarding the alumni status of and
8 benefits available to GRCT graduates in its advertising and other public communications.
9 (Compl. ¶¶ 3-4, 6-7.) Plaintiff brought seven causes of action for (1) breach of contract, (2)
10 breach of the implied covenant of good faith and fair dealing, (3) negligent misrepresentation, (4)
11 violation of Civ. Code §§ 1750, et seq., (5) false advertising, (6) violation of Bus. & Prof. Code
12 §§17500 et seq., and (7) violation of Bus. & Prof. Code §§17200 et seq. Plaintiff sought damages,
13 restitution, and injunctive relief in the form of (i) reinstating and/or providing membership to the
14 USCAA for himself and the putative class and (ii) modifying Defendants’ advertising to ensure
15 that advertising relating to GRCT accurately describes any alumni benefits available to GRCT
16 graduates. (Compl. ¶ 9.)

17 The Parties stipulated to continue the Initial Status conference several times while they
18 conferred extensively in good faith to resolve this dispute, including two mediation sessions with
19 JAMS neutral Elliot K. Gordon, Esq. (See Brandt Prelim. Decl. ¶¶ 5-7.) Following the second
20 mediation on December 14, 2022, the Parties reached a tentative agreement to settle on a class-
21 wide basis, including an agreement on certification of the class. (*Id.*)

22 The Parties executed a proposed settlement agreement on August 4, 2023. (*Id.* at ¶ 2.)
23 Plaintiff submitted the Motion for Preliminary Approval on August 21, 2023.

24 **B. Preliminary Approval of the Settlement**

25 On October 11, 2023, the Motion for Preliminary Approval came on regularly for hearing.
26 The Court continued the hearing to November 9, 2023, and ordered Plaintiff to file: (1) an
27 amended agreement clarifying that the Class Benefits would be conferred prior to the “Effective
28 Date” (as defined in the Agreement) and that Class Members without e-mail addresses would

1 receive mailed Bookstore coupons; and (2) a supplemental declaration from ALCS detailing its
2 experience with similar cases, confirming that it has security protocols in place to protect the Class
3 Members' data, and confirming that it will use skip-tracing to locate Class Members if any emails
4 and/or mailings are returned as undeliverable. (See Brandt Supp. Prelim. Decl. ¶ 2, Exh. 1
5 [Amended Settlement].) Plaintiff submitted the Amended Settlement, ALCS declaration, and a
6 revised settlement timetable on November 1, 2023. (See Brandt Supp. Prelim. Decl., *passim*.)

7 The Court granted the Motion for Preliminary Approval on November 9, 2023. On
8 December 5, 2023, the Parties filed a joint stipulation and proposed order extending the settlement
9 timetable, which the Court granted on December 8, 2023. (See 12/08/23 Order Extending
10 Settlement Timetable ("12/08/23 Order").)

11 **C. Review of Settlement Terms**

12 The Settlement provides for both injunctive and monetary relief to the Class, defined as all
13 individuals who completed a GRCT program from 2000 to the present ("Class Period"), did not
14 otherwise have a degree from USC, and whose USCAA membership was either revoked or not
15 provided during the Class Period. (Agreement ¶ 16.) The "Settlement Class" includes those Class
16 Members who do not exclude themselves from the Settlement. (*Id.* at ¶ 32.) As of the date of this
17 filing, Defendants' records show that the Settlement Class includes 1,822 members. (Verbeck
18 Decl. ¶ 6.)

19 The Agreement provides that the Class Members' USCAA membership shall be reinstated
20 and/or instated and that each Class Member shall receive the Bookstore Coupon prior to the
21 "Effective Date," defined as "the later of the deadline for filing an appeal of the Final Approval
22 Order ... or the date upon which any appeals of the Final Approval Order have been finally
23 resolved through the issuance of a remittitur by the California Court of Appeal." (Agreement
24 ¶¶ 15, 35, 29, 36-37.) Class Members were not required to submit claims to receive these benefits
25 (although they had to request a printed coupon if they did not want to receive an automatic e-
26 coupon via email), and no benefits would revert to the Defendants. (*Id.* at ¶¶ 15, 19, 29, 36-37.)
27 Any Class Member who wished to object or opt out of the Settlement was required to serve a
28 written objection and/or opt-out request within 90 days of entry of the preliminary approval order.

1 (*Id.* at ¶¶ 46-47.) Also, Defendants shall ensure that USC/USCAA’s advertising relating to GRCT
2 accurately describes the benefits available to GRCT graduates within 60 days of final approval.

3 (*Id.* at ¶ 36.)

4 The Settlement also requires Defendants to pay the Class Representative a \$2,500.00
5 service award, as well as Class Counsel’s reasonable attorneys’ fees and expenses awarded by the
6 Court (not to exceed \$165,000), within thirty days of receipt of the necessary payment information
7 following final approval. (*Id.* at ¶¶ 38, 39.)

8 Following this Court’s order granting preliminary approval, the Parties further stipulated
9 that Defendants would reinstate/instate USCAA membership to all Class Members by February
10 20, 2024 and deliver (either by U.S. Mail or email) the Bookstore Coupon to each Class Member
11 by May 6, 2024. (12/08/23 Order at 3-4.) The deadline for Class Members to object or opt-out
12 was also extended to April 3, 2024. (*Id.*)

13 **D. Results of the Notice Process and Status of Settlement Timetable**

14 Pursuant to the Agreement and 12/08/23 Order, defense counsel provided ALCS with an
15 initial list of the Class Members and their last known contact information on November 22, 2023.
16 (Fiori Decl. ¶ 4.) The Class list ultimately increased to 1,822 Class Members, following additional
17 investigation by Class counsel, Defendants, and ALCS. (See Brandt Decl. ¶¶ 2-3; Verbeck Decl.
18 ¶ 6; Fiori Decl. ¶¶ 4-5.) There were 502 Class Members with known email addresses and 1,180
19 Class Members with only a known mailing address (the “Notice Population”). (Fiori Decl. ¶ 6.)
20 140 Class Members had no known email address or mailing address. (*Id.*)

21 1. How Benefits Were Distributed to the Class

22 ACLS reviewed the information provided by Class counsel and Defendants and ran its own
23 searches on the Class Members to both confirm the contact information received was accurate and
24 to see if it could find contact information for all remaining Class Members. (*Id.* at ¶ 5.) On
25 February 6, 2024, ACLS disseminated the Notices, in a form substantially similar to that
26 previously approved by this Court at the preliminary approval stage. (*Id.* at ¶ 7, Ex. 1.) Thirty-
27 nine email Notices were undeliverable, and 181 mail Notices were returned. (*Id.* at ¶ 8.) ALCS
28 mailed Notices to the undeliverable email addresses, and remailed the returned mail Notices with

1 updated addresses. (*Id.*) As of June 4, 2024, only 42 Notices were deemed undeliverable. (*Id.* at
2 ¶ 9.)

3 On February 20, 2024, Defendants reinstated/instituted the Class Members’ membership in
4 the USCAA and disseminated USCAA registration invitation emails to the Class Members with
5 known email addresses so they could register for the USCAA online alumni portal
6 (“FightOnline”), if they so chose, as described in paragraph 36.A of the Agreement. (Verbeck
7 Decl. ¶ 8.) In fact, Plaintiff successfully registered on FightOnline that same day, confirming the
8 reinstatement/registration process had been completed. (*Id.*)

9 On May 6, 2024, Defendants emailed the Bookstore Coupons to the Class Members in the
10 Notice Population with verified email addresses (which had been provided by ALCS). (James
11 Decl. ¶ 7.) The same day, Defendants mailed Bookstore Coupons to those Class Members in the
12 Notice Population with known mailing addresses. (*Id.* at ¶ 9.) When conducting that mailing,
13 Defendants determined that seven of the individuals with mailing addresses had incomplete or
14 inaccurate addresses and mailings could not be sent to them. (*Id.*)

15 Over the next few weeks, nine more Class Members reached out to ALCS and/or
16 Plaintiff’s counsel indicating they had heard of the Settlement, but had not received a coupon, and
17 provided updated email addresses to receive an electronic Bookstore Coupon. (*Id.* at ¶ 11.)
18 Defendants sent electronic coupons to each of those nine Class Members. (*Id.*) Finally, during the
19 course of the mailing, 65 letters were returned to Defendants marked “Return to Sender.” (*Id.* at
20 ¶ 12.)

21 In total, only 182 Class Members could not be reached for Notice purposes, and 212 Class
22 Members could not be reached with respect to the Class Benefits. (Fiori Decl. ¶¶ 6, 9; James
23 Decl. ¶¶ 8-9, 12.)

24 2. Opt-Outs and Objections

25 ALCS did not receive any objections or opt-out requests by cut-off date of April 3, 2024,
26 and did not receive any requests for printed Bookstore Coupons by April 5, 2024. (Fiori Decl.
27 ¶ 10.) However, on May 19, 2024, ALCS received a late opt-out request from one Class Member.
28 That Class Member informed ALCS that that he “is currently pursuing an action against the

1 University of Southern California in the form of a borrower defense claim, which is pending
2 appeal,” and he was concerned that “[t]his action may potentially trigger an independent action in
3 federal court within my state of residence.” (Fiori Decl. ¶ 11.) That Class Member was part of a
4 remailed batch of Class Notices, which was sent on March 27, and successfully delivered. (*Id.*)
5 Although the opt out date was a static date of April 3, 2024, the Notice contemplated a seven-
6 week opt out window. (*Id.* at ¶ 7, Ex. 1.) Accordingly, that Class Member’s opt out request was
7 deemed untimely under both the static deadline, as well as under a seven-week window provided
8 in the Notice sent to him on March 27, 2024. (See *Low v. Trump Univ., LLC* (9th Cir. 2018) 881
9 F.3d 1111,1121 (holding that due process does not require that class action settlement members be
10 given a second chance to opt out); *Fasuyi v. Permatex, Inc.* (2008) 167 Cal.App.4th 681, 694 (a
11 party seeking discretionary relief under Code Civ. Proc. § 473 must file a separate motion
12 demonstrating “the requisite mistake, inadvertence, or excusable neglect.”).)

13 3. Website

14 As per the Agreement, Plaintiff has maintained a website including court filings and
15 important dates, and has in place a mechanism for responding to calls from Class Members
16 regarding the Settlement. (See Brandt Decl. ¶ 8 (website included in the Notice, located at
17 <https://www.uscgraduatecertificatesettlement.com/>.)

18 4. Benefits to Unreachable Class Members

19 Since April 16, 2024, the Parties have conferred regarding the Class Members with no
20 known and/or valid email address or mailing address. (Brandt Decl. ¶ 5.) The Parties agreed that
21 Defendants would deposit \$50.00 for each of these remaining Class Members into the USC
22 Heritage Scholarship Fund, which would benefit USC students seeking financial support for their
23 education, with a request made to the parties in charge of such Fund to distribute such funds to
24 GRCT students. (*Id.*) As of the date of this filing, there are 212 Class Members remaining (30 of
25 which received Notice, but were unable to be reached regarding the Class Benefits)—a total
26 donation of \$10,600.00. (Fiori Decl. ¶¶ 6, 9; cf. James Decl. ¶¶ 9, 12.)

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1 5. Corrective Advertising

2 Defendants are required to ensure that USC/USCAA’s advertising relating to the
3 GRCT Programs accurately describes the benefits available to GRCT graduates (Agreement
4 ¶ 36.B) and Defendants are already in the process of reviewing their marketing materials,
5 including materials from each graduate school, to ensure that the language across various GRCT
6 programs is consistent and accurate. (Verbeck Decl. ¶ 9.) Defendants will complete their review
7 and any necessary amendments within 60 days of the final approval order, and can provide a
8 supplemental declaration to that effect if requested by the Court. (*Id.*)

9 6. Attorney’s Fees and Service Award

10 On March 20, 2024, Plaintiff’s counsel submitted their motion for attorneys’ fees in the
11 amount of \$151,000.00, litigation costs and expenses in the amount of \$14,000.00, and the
12 \$2,500.00 Class Representative service award, which Defendants do not oppose.

13 **III. THE COURT SHOULD GRANT FINAL APPROVAL OF THE SETTLEMENT**

14 **A. The Settlement Is Entitled To a Presumption of Fairness.**

15 “The trial court possesses a broad discretion to determine the fairness of the settlement, a
16 discretion exercised through the application of a handful of identified criteria.” (*7-Eleven Owners*
17 *for Fair Franchising v. Southland Corp.* (2000) 85 Cal. App. 4th 1135, 1146.) Of this “handful of
18 criteria,” California courts have recognized four key factors which, if present, warrant “a
19 presumption of fairness.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245
20 (quotation marks and citation omitted).) A presumption of fairness for a class action settlement
21 exists where: “(1) the settlement is reached through arm’s-length bargaining; (2) investigation and
22 discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is
23 experienced in similar litigation; and (4) the percentage of objectors is small.” (*Id.*) As set forth
24 in the preliminary approval papers, the motion for attorneys fees papers, and further evidenced by
25 the successful Notice process, each factor is satisfied here.

26 First, the Settlement is the product of significant effort and tenacious negotiations by the
27 Parties and their counsel. The Settlement was reached after two mediations with Elliot K. Gordon,
28 Esq., a full-time JAMS mediator with extensive experience mediating class action disputes. (See

1 Brandt Prelim. Appr. Decl. ¶¶ 4-8, 16-17.) “The court undoubtedly should give considerable
2 weight to the competency and integrity of counsel and the involvement of a neutral mediator in
3 assuring itself that a settlement agreement represents an arm’s length transaction entered without
4 self-dealing or other potential misconduct.” (*Munoz v. BCI Coca-Cola Bottling Co. of L.A.* (2010)
5 186 Cal.App.4th 399, 410 (quotation marks and citation omitted).)

6 Second, the Parties have extensively researched, investigated, and exchanged information
7 in this case. (See *id.*, noting that even informal discovery can warrant a presumption of fairness,
8 so long as the parties submit enough information “to allow the court to evaluate the claim”.) As
9 set forth in Class counsel’s declaration in support of preliminary approval, Plaintiff has
10 extensively investigated Plaintiff’s claims, reviewed personal records, USC publications, and
11 internet archives dating back 20 years, spanning 113 graduate certificate programs across sixteen
12 graduate schools, and researched Defendants’ policies/practices relating to USCAA membership
13 over the course of the same time. (See Brandt Mot. for Attys Fees & Costs Decl. ¶ 20A-C). The
14 Parties have further engaged in informal fact discovery and prolonged settlement negotiations,
15 including two mediation sessions. (See Brandt Prelim. Decl. ¶ 11.) Plaintiff himself actively
16 participated in the litigation and settlement discussions, as well as both full days of mediation.
17 (*Id.*) Following preliminary approval, Defendants have conducted an extensive internal review to
18 ascertain the identities and contact information for the Class Members, and negotiated with Class
19 counsel to resolve the distribution of unallocated Class Benefits covering Class Members with no
20 known contact information. (Brandt Decl. ¶¶ 2-6.)

21 Third, Plaintiff is represented by four attorneys at Singian Law and Stuart Alban Law, each
22 of whom has over twenty years’ litigation experience (with the exception of Andrew Kubik who
23 has over seventeen years of experience), including experience with class action litigation. (Brandt
24 Prelim. Appr. Decl. ¶¶ 12-13.)

25 Fourth, and finally, ALCS successfully disseminated Notice to over 90% of the Class.
26 (Fiori Decl. ¶¶ 6, 9.) ALCS received no timely objections or opt-outs. (See *id.* at ¶ 10.) To the
27 contrary, a number of Class Members reached out to Plaintiff’s counsel or to ALCS wanting to
28 update their email addresses and receive the benefits of the Settlement. (Brandt Decl. ¶ 7.)

1 Additionally, multiple class members have, either in direct messages to Plaintiff Brian Ralston, or
2 via social media posts on Facebook, expressed their gratitude over the results achieved from the
3 class action, including use of the \$50 coupon, use of the alumni library privilege, and access to the
4 alumni portal. (Ralston Decl. ¶¶ 3-8, Exs. 1-5.)

5 Taken together, these factors establish that the Settlement is entitled to a presumption of
6 fairness.

7 **B. The Settlement Is Reasonable.**

8 Once the presumption of fairness established, “the trial court . . . [must] determine . . . that
9 the consideration being received for the release of the class members’ claims is reasonable in light
10 of the strengths and weaknesses of the claims and the risks of the particular litigation.” (*Munoz*,
11 186 Cal. App. 4th at 408 (quotation marks and citation omitted).) Non-exhaustive factors to
12 consider include (1) the strength of plaintiffs’ case; (2) the risk, expenses, complexity and likely
13 duration of further litigation, including the risk of maintaining class action status through trial; and
14 (3) the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168
15 Cal.App.4th 116, 128.)

16 1. The Strength of Plaintiff’s Case

17 Although the Court must “independently satisfy[]” itself regarding the fairness of the
18 settlement (see *id.* at 133), “[t]he merits of the underlying class claims are not a basis for upsetting
19 the settlement of a class action” (*Wershba*, 91 Cal.App.4th at 246). “The test is not the maximum
20 amount plaintiffs might have obtained at trial on the complaint, but rather whether the settlement
21 was reasonable under all of the circumstances.” (*Id.* at 250.)

22 Here, Plaintiff contends that USC represented to the Class Members that a GRCT
23 certificate was a “degree” from USC and that everyone with a degree was entitled to “lifetime”
24 membership benefits. (Brandt Prelim. Decl. ¶ 17.) Plaintiff further contends that Defendants
25 violated the duty of good faith and fair dealing when the USCAA changed the definition of
26 “degreed alumni” in its bylaws to retroactively deny membership benefits to GRCT graduates.
27 (*Id.*) With respect to damages, Plaintiff contends that USCAA Membership Status includes both
28 tangible monetary benefits, such as discounts with USC retailers and USC’s corporate partners, as

1 well as intangible benefits, such as access to the alumni directory. Plaintiff acknowledges that
2 these intangible benefits are more difficult, but not impossible, to monetize. (*Id.* at ¶¶ 16, 17.)

3 Defendants, on the other hand, maintain that USC did not misrepresent anything to
4 Plaintiff or any other Class Member. (*Id.* at ¶ 16.) Plaintiff received membership in the USCAA
5 when he obtained his GRCT certificate in 2002. (*Id.*) However, membership in the USCAA has
6 always been subject to bylaws, which can and did change over five years ago. (*Id.*) Plaintiff does
7 not dispute that the USCAA’s marketing materials in the last five years (during the applicable
8 statute of limitations) state that membership is limited to “degreed alumni,” which the current
9 bylaws define as alumni who graduated with a bachelors, masters or doctoral degree. (*Id.*)
10 Defendants further contend that Plaintiff failed to articulate, and would not be able to prove, any
11 real damages to himself or to a putative class. (*Id.*)

12 In light of these considerations—particularly with respect to monetary damages—the
13 Parties have agreed to the Settlement, which, on balance, is fair and reasonable, as set forth further
14 below.

15 2. The Risks, Expenses, Complexity and Likely Duration of Further Litigation

16 In addition to the merits issues identified above, further litigation would present numerous
17 procedural challenges and expenses, from trial through likely appeals.

18 Defendants contend that this case presents numerous logistical challenges at the trial court
19 level, because there were variations in the representations made to GRCT students regarding
20 membership in the USCAA during the Class Period, and variations on whether those
21 representations were material to Class Members. (See Brandt Prelim. Decl. ¶ 16.) Thus,
22 Defendants further contend that determining whether every putative class member decided to
23 enroll in a GRCT program solely for membership in the USCAA would devolve into hundreds of
24 separate mini-trials, which would require significant time and expense for both Parties. (*Id.*) In
25 addition, if this case were prosecuted through trial and likely appeals, Plaintiff and the Class risk
26 incurring substantially increased costs of litigation, including the retention of damage experts, as
27 well as delay in obtaining any relief awarded. (See Brandt Prelim. Decl. ¶¶ 20-21.) Given these
28 risks, this factor also weighs in favor of final approval. (See *In re Anthem, Inc. Data Breach Litig.*

1 (N.D. Cal. 2018) 327 F.R.D. 299, 318 (granting final approval where “further litigation would
2 have been costly and uncertain and would have detrimentally delayed any potential relief for the
3 Class,” whereas the relief provided by settlement was “timely, certain, and meaningful”).)

4 3. The Amount Offered in Settlement

5 Finally, an analysis of the Settlement terms relative to the two preceding factors weighs in
6 favor of final approval. The total out-of-pocket cost of the Settlement to Defendants is
7 \$246,550.00. (Brandt Prelim. Decl. ¶ 9; see also Mot. for Fees & Costs at p. 5.) Of this amount,
8 \$81,550 is comprised of the value of the Bookstore Coupons and USC Heritage Fund donation.
9 (*Id.*; see also Brandt Decl. ¶ 5.) The remaining amount is comprised of the maximum attorneys’
10 fees and costs the parties agreed can be obtained—\$165,000. (Brandt Prelim. Decl. ¶ 9; Mot. for
11 Fees & Costs; see also Agreement, ¶ 39.)

12 There is additional value provided by the Settlement in the form of substantial and
13 significant injunctive relief, including the value of Membership Reinstatement and corrective
14 advertising. (Brandt Prelim. App. Decl. ¶ 9.) There is also a public benefit served, because the
15 Settlement requires Defendants to review their advertising relating to the GRCT programs to
16 ensure that it accurately describes the benefits available to GRCT graduates. (Brandt Prelim. App.
17 Decl. ¶ 18.)

18 Regarding the Bookstore Coupon, during the course of two mediations (and several
19 months of follow-up negotiations), the parties determined that fixing damages associated with
20 USC’s decision to revoke membership in the USCAA to certain graduates of the GRCT programs
21 was difficult to quantify, as certain benefits, such as the ability to use an “alumni.usc.edu” email
22 address and to be listed in the alumni directory, do not have readily ascertainable monetary value.
23 (Brandt Prelim. App. Decl. ¶ 19.) Accordingly, the parties agreed that a \$50.00 Bookstore
24 Coupon, reflecting discounts USC alumni may have enjoyed during the Class Period when Class
25 Members did not have access to the USCAA membership benefits, was a fixable and fair benefit
26 to provide to Settlement Class Members. (*Id.*) The Parties further agreed that the \$10,600.00
27 donation to the USC Heritage Fund was a reasonable compromise, which both confers a benefit to
28

1 USC students and complies with the Agreement’s requirement that no benefits revert to
2 Defendants. (See Brandt Decl. ¶ 5; cf. Agreement ¶¶ 15, 19, 29, 36-37.)

3 Comparing the value of the Settlement achieved against the maximum that could be
4 obtained at trial, as well as the costs and risks posed by continuing this litigation through trial and
5 possible appeals, the Parties contend that the Settlement is fair, reasonable, and adequate.
6 Accordingly, the Court should grant final approval of the Settlement.

7
8 **IV. CONCLUSION**

9 For the foregoing reasons, as well as those set forth in Plaintiff’s separately filed motion
10 for attorneys’ fees, costs, and class service award, Plaintiff respectfully requests that the Court
11 grant final approval of the Settlement and grant Plaintiff and his counsel their requested fees and
12 award.

Dated: June 6, 2024

13 SINGIAN LAW and STUART ALBAN LAW

14
15
16 By



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