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14 ***Exempt from Fees – Gov. Code § 6103***

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JACOB CHANDLER, individually, and on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA; and DOES 1 to 50, inclusive,

Defendants.

No.: 30-2020-01169261-CU-BC-CXC

*Assigned for all purposes to
the Hon. Layne H. Melzer*

**DEFENDANT'S RESPONSE TO
OBJECTIONS TO SETTLEMENT**

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

I. INTRODUCTION

Defendant the Regents of the University of California (“Defendant”) concurs with Plaintiff Jacob Chandler’s (“Plaintiff”) response to the four objections to the final approval of the settlement, and offers the additional points. Settlement Class reaction has been favorable: out of over 17,000 Settlement Class Members who were sent notice, only four individuals submitted objections—half of which do not challenge the settlement terms. The claims rate is approximately 9.60% based on 1,707 valid claim forms, and the estimated individual recovery per valid Settlement Class Member is approximately \$70.29. These figures support final approval.

The Court should overrule the objections because they do not overcome the presumption that the settlement is fair, reasonable, and adequate.

II. THE FOUR OBJECTIONS

Under the First Amended Settlement Agreement (ROA No. 335, Exh. 1) and the Amended Preliminary Approval Order (ROA No. 364 at pp. 7-8), Settlement Class Members could object to the proposed settlement until July 21, 2025, by submitting a written objection to the Claims Administrator by mail or via the online portal. Jeremy J. Sandhill (“Objector Sandhill”), John Joseph Routs Mete (“Objector Mete”), Rachel Adele Schwartz (“Objector Schwartz”), and Aria Natalie Rose Diamond (“Objector Diamond”) submitted timely objections, summarized below. Declaration of Meagan Brunner Regarding Class Notice and Settlement Administration (“Brunner Decl.”) ¶¶ 25-28, Exh. I.

III. LEGAL STANDARD

A class action settlement may be approved if it is fair, reasonable, and adequate. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801. Courts exercise broad discretion in making this determination, considering factors such as “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.” *Id.*; *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1146; *Wershba v. Apple Computer, Inc.* (2001) 91

Cal.App.4th 224, 244-245, overruled on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260, 270; *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 128.

A presumption of fairness arises when the settlement is the product of arm's-length negotiations, sufficient investigation and discovery were conducted, counsel is experienced in similar litigation, and the percentage of objectors is small. *Dunk*, 48 Cal.App.4th at p. 1802; *7-Eleven Owners for Fair Franchising*, 85 Cal.App.4th at p. 1146.

IV. ARGUMENT

A. Objector Mete's and Objector Diamond's Submissions Do Not Undermine the Proposed Settlement's Fairness

Objectors Mete and Diamond do not raise substantive objections to the proposed settlement. Objector Mete expresses disagreement with the lawsuit and states a desire to avoid participation. Brunner Decl., Exh. I at p. 1. Objector Diamond offers personal views about the alleged harms. *Id.* at p. 3. Neither submission addresses the settlement terms or provides a basis to question the settlement's fairness, adequacy, or reasonableness. These submissions should be overruled.

B. Objector Sandhill's Objection Does Not Undermine the Proposed Settlement's Fairness

Objector Sandhill contends that the settlement value and estimated per-claimant recovery are too low, and objects to the requested attorneys' fees. *Id.* at p. 1. But "the test is not the maximum amount plaintiffs *might* have obtained at trial on the complaint but, rather, whether the settlement is reasonable under all of the circumstances." *Wershba*, 91 Cal.App.4th at p. 250 (emphasis added). Objector Sandhill's calculations rest on speculative assumptions and do not account for the risks and uncertainties of continued litigation. In preliminarily approving the proposed settlement, the Court considered "the benefit to Settlement Class Members of monetary payments; the strength and weaknesses of Plaintiff's case; the complexity, expense, and probable duration of further litigation; and the risk and delay inherent in possible appeals from any significant decisions." Preliminary Approval Order at p. 4. Objector Sandhill's objection fails to weigh these factors.

As to attorneys' fees, the request is below the maximum permitted in the First Amended Settlement Agreement and was contemplated at preliminary approval. First Amended Settlement

1 Agreement at p. 12, Preliminary Approval Order at pp. 4, 9. Furthermore, any award of attorneys’
2 fees will not reduce the Settlement Class Members’ recovery, as those fees will be paid separate and
3 apart from the settlement award. First Amended Settlement Agreement at p. 12. Objector Sandhill
4 provides no authority warranting denial of final approval on this basis. Accordingly, the Court should
5 overrule this objection.

6 **C. Objector Schwartz’s Objection Does Not Undermine the Proposed Settlement’s**
7 **Fairness**

8 Objector Schwartz objects to the settlement based on the grounds of inadequate compensation
9 and a purported lack of accountability. Brunner Decl., Exh. I at p. 2. She claims the \$120,000
10 settlement fund is insufficient to compensate the 17,000+ Class Members and that the estimated
11 payment of approximately \$7 per person does not reflect actual losses. *Id.* Objector Schwartz also
12 argues that Defendant denies wrongdoing and that the settlement does not include meaningful
13 commitments to prevent future disruptions. *Id.*

14 However, Objector Schwartz’s arguments are not supported by the record and ignore the
15 realities of class action litigation. Based on the 9.60% claims rate (1,707 valid claims), the estimated
16 payment per valid claimant is approximately \$70.29. Brunner Decl. ¶¶ 21-22. And even if alleged
17 losses were higher, “[a] settlement need not obtain 100 percent of the damages sought in order to be
18 fair and reasonable.” *Wershba*, 91 Cal.App.4th at p. 250.

19 Additionally, Defendant is not required to admit liability as part of a settlement, and Objector
20 Schwartz has provided no evidence indicating the likelihood of any future similar events. The
21 settlement provides meaningful relief in light of the risks, expense, and uncertainty of continued
22 litigation, and was reached through arm’s-length negotiations. The Court has already found that the
23 settlement was “fundamentally fair, reasonable, adequate and in the best interests of the Settlement
24 Class Members.” Amended Preliminary Approval Order at p. 4. Objector Schwartz’s objection does
25 not undermine that finding.

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V. CONCLUSION

For these reasons, the Court should overrule the objections of Objectors Mete, Diamond, Sandhill, and Schwartz.

DATED: October 3, 2025

REED SMITH LLP

By: Raymond A. Cardozo
Raymond A. Cardozo

*Attorneys for Defendant The Regents of the
University of California*

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is REED SMITH LLP, 101 Second Street, Suite 1800, San Francisco, California 94105-3659. On October 3, 2025 I served the following document(s) by the method indicated below:

DEFENDANT'S RESPONSE TO OBJECTIONS TO SETTLEMENT

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in this Declaration.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and by causing personal delivery of the envelope(s) to the person(s) at the address(es) set forth below.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope(s) and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below.
- ☒ by transmitting via email to the parties at the email addresses listed below:

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1 I declare under penalty of perjury under the laws of the State of California that the above is
2 true and correct. Executed on October 3, 2025, at San Francisco, California.

3 *Eileen Kroll*

4 Eileen Kroll