

KAZEROUNI LAW GROUP, APC
Abbas Kazerounian, Esq. (SBN 249203)
ak@kazlg.com
Gil Melili, Esq. (SBN 337116)
gil@kazlg.com
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
Telephone: (800) 400-6808
Facsimile: (800) 520-5523

[Additional Counsel on Signature Page]

*Attorney for Plaintiff,
Jacob Chandler*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

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

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, and DOES 1 through
100, inclusive,

Defendants.

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

CLASS ACTION

Assigned for all purposes to Judge Hon. Layne
H. Melzer, Department CX-102

**PLAINTIFF'S RESPONSE TO
OBJECTIONS TO SETTLEMENT**

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

[Filed concurrently with Declaration of Jason
A. Ibey]

Action Filed: November 9, 2020

I. INTRODUCTION

The Claims Administrator, Simpluris, Inc. (“Simpluris”), received a timely objection to the Settlement from four individuals, Jeremy J. Sandhill, John Joseph Routs Mete, Rachel Adele Schwartz, and Aria Natalie Rose Diamond, by the deadline of July 21, 2025. Declaration of Jason A. Ibey (“Ibey Decl.”), ¶ 6, filed concurrently. Jacob Chandler (“Plaintiff” or “Mr. Chandler”) submits this response in opposition to the four objections and respectfully requests that the objections be overruled as without merit. Plaintiff’s deadline to respond to these objections is October 3, 2025 (ROA #364, p. 10).

II. NEUTRAL SUMMARY OF THE FOUR OBJECTIONS

Below is a brief and neutral summary of the four objections¹:

- Jeremy J. Sandhill (“Objector Sandhill”) objects based on (i) the settlement recovery to Class Members; and (ii) the amount of the requested attorneys’ fees.
- John Joseph Routs Mete (“Objector Mete”) appears to object based on disagreement with the lawsuit and a belief that the alleged striking activity that is the subject of the lawsuit was beneficial to the students.
- Rachel Adele Schwartz (“Objector Schwartz”) objects based on (i) the settlement recovery to Class Members; and (ii) a belief that the Settlement does not hold The Regents of the University of California (“Defendant”²) accountable for the alleged misconduct.
- Aria Natalie Rose Diamond (“Objector Diamond”) objects based on (i) a personal belief that the harms alleged in the lawsuit were not due to the striking activity but instead propaganda; and (ii) an assertion that Mr. Chandler was not impacted by the Wildcat strikes.

¹ The content of the four objections is found in Exhibit I to the Declaration of Meagan Brunner Regarding Class Notice and Settlement Administration, signed on September 29, 2025, and submitted with the Motion for Final Approval of Class Action Settlement. ROA# 465. All four objections were submitted through the online portal on the Settlement Website. Ibey Decl., ¶ 6.

² Only a single campus is at issue, i.e., the University of California Santa Cruz (“UCSC”).

III. LEGAL STANDARD AND OBJECTION REQUIREMENTS

The Amended Settlement Agreement (ROA #335, Exhibit 1 thereto) and the Amended Preliminary Approval Order (ROA #364, pp. 7-8) permit Class Members to object to the Settlement by July 21, 2025, by submitting a written objection to the Claims Administrator, whether by mail or using the online portal, and outline the requirements. Also, the Long Form Notice on the Settlement Website provides a summary of the objection requirements (*see* Ibey Decl., ¶ 12; Exhibit 1 thereto). Class Members had access to several documents on the Settlement website under the Important Documents page, including the (i) Longform Notice; (ii) Second Amended Complaint; (iii) Answer to Second Amended Complaint; (iv) Amended Settlement Agreement; (v) Amended Preliminary Approval Order; and (vi) Motion for Preliminary Approval. Ibey Decl., ¶ 14, Exhibit 3 thereto.

In class actions, an unnamed class member ordinarily lacks standing to challenge the judgment in a class action. *See Eggert v. Pac. States S. & L. Co.*, 20 Cal.2d 199, 200-201 (1942). However, “[i]n the context of a class settlement, objecting is the procedural equivalent of intervening.” *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 253 (2001). Thus, unnamed class members who file timely objections or are permitted to present their objections have standing to appeal from the judgment in the action. *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 51 (2008); *Consumer Cause, Inc. v. Mrs. Gooch's Natural Food Markets, Inc.*, 127 Cal.App.4th 387, 395-396 (2005). An individual must be aggrieved in order to have standing to appeal. *See* Code Civ. Proc., § 902 (allowing any party aggrieved to appeal from a judgment).

IV. THE OBJECTIONS SHOULD BE OVERRULED

Each of the four objections should be overruled because they fail to establish that the Settlement is anything other than fair, adequate and reasonable under the circumstances, where every validly claiming Class Member is entitled to a cash payment of approximately \$70.29, based on the 1,707 valid claims received. In this action, Plaintiff alleges that students during two academic terms (Fall 2019 and Winter 2020) experienced interruptions to on-campus educational instruction and campus access due to striking activity by certain faculty staff, including teaching assistance, referred to as the Wildcat strikes. *See* Second Amended Complaint, ¶¶ 1, 3, 5-8, 53-54.

1 The objections fall into five categories: (i) settlement recovery to Class Members; (ii) the
2 amount of the requested attorneys' fees; (iii) Defendant's accountability for the alleged misconduct;
3 (iv) the cause of the harms alleged in the Complaint; and (v) a claim that Mr. Chandler was not
4 impacted by the Wildcat strikes and that the striking activity was beneficial.

5 **A. Objections Based on Recovery to Settlement Class Members**

6 Objectors Sandhill and Schwartz believe the recovery to Class Members is inadequate.
7 Objector Sandhill contends that, based on an assumption of five days of campus closure, each
8 claimant should receive \$578.55 as damages. Such calculation assumes there were five full days of
9 campus closure and equal weighting of days (i.e., that each day of the academic term is as valuable
10 as all the others), without supporting evidence, where Defendant contends that there was known
11 striking activity on campus on two days. *See* ROA# 286, ¶ 18.

12 The objection incorrectly states there were a total of 98 days of scheduled instruction, as there
13 were 97 days of planned instruction (49 days for Fall 2019, and 48 for Winter 2020). Second Amended
14 Complaint, ¶ 21; Exhibit 1 thereto (Academic and Administrative Calendar 2019-20). The objection
15 also incorrectly assumes, without evidence, that a payment of \$11,339.64 for the two academic terms³
16 was entirely allocated to classroom instruction and access to campus services. As reflected in Exhibit
17 2 to the Second Amended Complaint (ROA# 100), for each of the two academic quarters there was
18 assessed a USHIP Health Insurance fee of \$1,006.00, and a Student Service Fee (formerly University
19 Registration Fee) of \$376.00, totaling \$2,764. There is no evidence (or argument by Objector
20 Sandhill, or any other objector) that health insurance was impacted by the strikes, or that the strikes
21 have any relationship to the university registration fee.⁴ Thus, a more appropriate consideration of
22 the amounts paid by undergraduate students that could have been impacted by the strikes is \$4,287.82
23

24
25 ³ Objector Sandhill appears to be calculating this figure by multiplying the California Resident
26 payments for Tuition and Fees for one quarter of \$5,699.82 times two, for a total of \$11,339.64. *See*
Second Amended Complaint, ¶ 22; Exhibit 2 thereto (2019-20 UCSC General Catalog).

27 ⁴ There is a separate assessment of Campus Based Fees of \$73.82 per quarter, and Tuition of
28 \$3,814.00 per quarter. Second Amended Complaint, ¶ 22; Exhibit 2 thereto.

1 per quarter, for a total of \$8,575.64, not \$11,339.64, even assuming five full days of campus closure
2 rather than five days of disruption to classroom education or on-campus access.

3 Objector Schwartz asserts that the estimated settlement compensation “does not reflect the
4 actual losses experienced” and thus “is insufficient to fairly compensate” the Class Members.
5 However, Objector Schwartz does not provide any evidence of what Objector Schwartz believes were
6 the losses experienced in terms of monetary value. Indeed, Objector Schwartz does not provide any
7 proposed calculation for what he believes the individual settlement recovery should be in order for
8 the settlement to be fair, adequate and reasonable. The objection appears to be based on a potential
9 recovery of \$7.00 if all of the Class Members were to have submitted a claim to the dedicated
10 \$120,000 portion of the Settlement for Class Member awards. But we now know that the individual
11 recovery is more than ten times that amount (\$70.29) based on a claims rate of less than 10% of the
12 Class Members, which is in line with the estimate provided to the Class Members in the detailed
13 notice on the Settlement Website. *Ibey Decl.*, ¶¶ 12-13; Exhibit 1 and 2 thereto.⁵

14 The individual settlement recovery of \$70.29 is fair, adequate and reasonable in light of
15 substantial risks to Plaintiff’s case and the nature and extent of the alleged harm. As noted by Judge
16 Hurwitz before the action was transferred to the present Department, “[r]isks of certification and risks
17 of Plaintiff prevailing on the merits of the claims seem extraordinarily high.” ROA# 438, ¶ 47, Exhibit
18 4 (Tentative Ruling on January 3, 2025); *see also* ROA# 446, p. 5. This was likely in recognition of
19 Plaintiff’s briefing explaining there was no evidence obtained thus far that every class on a particular
20 day experienced cancelled or shortened instruction due to the Wildcat strikes, or that the interruption
21 to campus access was the same for all students, which is why there is a Claim Form requirement. *See*
22 ROA# 281, pp. 1, 8, 9. The parties disagree on the number of days that the educational experience

23 _____
24 ⁵ Objector Schwartz wants a higher monetary fund or greater relief for the Class without explaining
25 what amount of recovery he believes would be required for a fair settlement. The Court can only
26 approve the settlement based on its actual terms; the Court cannot rewrite the settlement. *See Amaro*
27 *v. Anaheim Arena Mgmt., LLC*, 284 Cal. Rptr. 3d 566, 579 (2021) (“We also recognize that neither
28 [the [trial] court nor this court is empowered to rewrite [a] settlement agreed upon by the parties.
[Courts] may not delete, modify, or substitute certain provisions of the [settlement].”), quoting
Officers for Justice v. Civil Service Com., 688 F.2d 615, 630 (9th Cir. 1982)).

1 was disrupted, with Defendant claiming only two days and Plaintiff claiming approximately 10 days
2 of striking activity in some form. ROA# 281, p. 19. Clearly, if Defendant were to prevail on this
3 issue at trial, damages to the Class Members would be much lower than if there were five or greater
4 days of some type of disruption. Settlement avoids this risk to Plaintiff's case.

5 Objector Sandhill does not say that there were actually five full days of campus closure, or
6 how many or which classes were impacted on each of the five days over the two academic terms at
7 issue.⁶ Objector Sandhill and Objector Schwartz both provide no facts relating to their own
8 experiences with the Wildcat strikes or explain how they were personally affected.

9 While Plaintiff can appreciate UCSC students wanting to receive as much money as possible
10 as compensation, settlement is about an appropriate compromise to avoid uncertainty and further
11 expense and risks on both sides, including the real risk that Plaintiff (and the other Class Members)
12 might not recover anything at all under the breach of contract theory of liability.⁷ The compromise
13 here is reasonable where there are several questions as to which classes and parts of the campus were
14 impacted by the strikes, on which dates, and to what extent. There are substantial risks in this case
15 relating to class certification without a settlement, including risks, uncertainty and expense associated
16 with any trial on the merits. Additionally, prior to settlement, Plaintiff was facing a motion for
17 summary judgment by Defendant, based largely on the appellate decision in *Berlanga v. Univ. of San*
18 *Francisco*, which presented further risks to the merits of Plaintiff's case.

19 Now that the claim submission period is closed, the Claim Administrator reports 1,707 valid
20 _____

21 ⁶ Objector Sandhill states that the Settlement papers do not specify the number of days of
22 interruptions; however, that is incorrect because Plaintiff's Memorandum in support of the Motion
23 for Preliminary Approval (ROA# 281, pp. 19, 24), which was posted on the Settlement Website,
24 explains on page 19 that Mr. Chandler testified at deposition to approximately 10 days where striking
25 activity took place, and on page 24 that the Plaintiff's damages calculations for settlement purposes
were based on an assumption of 6 days of campus closure (2 days + 10 days = 12 day; 12 days divided
by 2, for an average, equals 6 days). Ibey Decl., ¶ 8, filed herewith.

26 ⁷ Plaintiff's initial Complaint asserted claims for breach of contract, unjust enrichment and
27 conversion. ROA# 2. The First Amended Complaint asserted claims for breach of contract, unjust
28 enrichment, and promissory estoppel. ROA# 28. Presently, the only surviving cause of action after
rounds of demurrer is breach of contract, in the Second Amended Complaint. ROA# 152.

1 claims (representing a claims rate of approximately 9.60%), resulting in an a fair individual recovery
2 to Class Members of \$70.29. As noted above, this is in line with information provided to the Class
3 Members in the longform notice on the Settlement Website, where it was estimated by Class Counsel
4 that between 5% and 10% of the 17,780 Class Members would submit a claim to the Settlement. Ibey
5 Decl., ¶¶ 12-13; Exhibits 1 and 2 thereto (Section 6 – “What are the benefits of the Settlement”).

6 The known individual Class Member recovery of \$70.29 represents approximately 13.2% of
7 potential maximum actual damages (i.e., \$528.71) for breach of contract that could be obtained at
8 trial (looking to the total number of days of promised educational instruction), based on a generous
9 estimate of six full days⁸ of campus closure and implication of the Tuition and Campus Based Fees
10 for the Fall 2019 and Winter 2020 quarters for California Resident students.⁹ Even if all monies paid
11 by California Resident students (i.e., \$701.41¹⁰) were considered in the evaluation (including for
12 health insurance and the student registration fee), an individual Class Member recovery of \$70.29
13 still would represent approximately 10% of such potential maximum actual damages that could be
14 obtained at trial. Such damages recovery per person is fair and reasonable for purposes of settling this
15 risky case. *See e.g., In re Omnivision Techs., Inc.*, 559 F. Supp. 2d 1036, 1042 (N.D. Cal. Jan. 9,
16 2008) (approving settlement that constituted 6% of maximum potential damages); *see also In re*
17 *Chicken Antitrust Litig.*, 560 F. Supp. 957, 960 (N.D. Cal. 1980) (noting “it is well settled that a
18 proposed settlement, taken on the whole, need only be fair, adequate, and reasonable in light of
19 the interests of all the parties and not the product of fraud or collusion, to meet the court’s approval.”);

20 _____
21 ⁸ Objector Sandhill assumes in his objection that the campus was closed for five days.

22 ⁹ [1/97 days = Approx. 0.0103092.] [\$8,547.64 x 0.0103092 = Approx. \$88.11933.] [\$88.11933 x 6
23 days = Approx. \$528.71]. In the memorandum seeking preliminary settlement approval, Plaintiff
24 based the estimated settlement recovery calculation on the total amount students paid for the two
25 quarters for the sake of simplicity (ROA# 281, p. 23, n. 19 and 21), though, as explained above,
26 certain fees such as Student Services Fee (university registration fee) and Health Insurance fees
27 should properly be excluded from the analysis because those particular fees could not have reasonably
28 been impacted by the Wildcat striking activity.

¹⁰ [1/97 days = Approx. 0.0103092.] [\$11,339.64 x 0.0103092 = Approx. \$116.90.] [\$116.90 x 6 days
= Approx. \$701.41.]

1 *Nat'l Rural Telecomm's Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 527 (C.D. Cal. 2004) (“[I]t is well-
2 settled law that a proposed settlement may be acceptable even though it amounts to only a fraction of
3 the potential recovery that might be available to the class members at trial.”) (collecting cases).¹¹

4 While the settlement relief here is not a recovery of 100% of the potential actual damages that
5 might be obtained if Plaintiff were to prevail at trial, it is nevertheless a very reasonable recovery
6 under the facts of this class litigation, including risks based on the state of the law involving breach
7 of contract claims in the student-university relationship in California. The Court should overrule the
8 objections as to the amount of settlement compensation to the Class Members and find that it is fair,
9 adequate and reasonable under the facts and risks of this challenging case. *See generally, Kullar v.*
10 *Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129 (2008) (“in the final analysis it is the court that
11 bears the responsibility to ensure that the recovery represents a reasonable compromise”).

12 **B. Objections Based on the Requested Attorneys’ Fees**

13 Objector Sandhill disapproves of the request for attorneys’ fees by Class Counsel.
14 Specifically, Objector Sandhill contends that “\$253,532 for attorney fees”¹² is unreasonable because
15 it is more than twice the total recovery allocated to the Class Members, not that it is an unreasonable
16 recovery based on the work put into this contingency fee case.

17 Next, Objector Diamond does not clearly object to the request for attorneys’ fees but instead
18 doubts Class Counsels’ motivations.¹³ Regardless, to the extent the statements from Objector
19 Diamond are construed as an objection to the requested attorneys’ fees (given the language that “the
20 lawyers are making twice as much as the entire class”), the objection fails to show that the requested

21 _____
22 ¹¹ The settlement here required only completion of a simple claim form to receive the cash payment;
23 no evidence of harm was required apart from a statement (affirmation) that was not required to be
under penalty of perjury. *Ibey Decl.*, ¶ 9.

24 ¹² Plaintiff is also seeking reimbursement for litigation costs of \$16,741.84. ROA# 446, p. 8. No Class
25 Member has objected to Plaintiff’s request for reimbursement of litigation costs.

26 ¹³ Plaintiff and Class Counsel reject any suggestion by Objector Diamond that this lawsuit was brought
27 for any improper purpose. As for the location of the filing of the lawsuit, Mr. Chandler alleges that
28 he “accepted the offer to matriculate and paid the consideration owed to Defendant in Orange County,
California.” Second Amended Complaint, ¶ 9.

1 fee award is anything but fair and appropriate here.

2 Both objections should be overruled because Plaintiff's request for attorneys' fees is
3 reasonable, as explained in detail in the Fee Brief, based on 782.2 hours of work and a less than "1"
4 risk multiplier on a combined lodestar of \$480,636. *See* ROA #445, pp. 9-12. The recovery to the
5 Class is based on the nature and extent of the alleged harm, while the request for attorneys' fees is
6 based on counsel's reasonable lodestar in diligently working on this action for nearly five years since
7 it was filed on November 9, 2020. The amount of work involved before a settlement was reached was
8 substantial, including several amended complaints and rounds of demurrer, substantial written
9 discovery, review of 5,682 pages of documentation (ROA# 281, p. 18), and defending the deposition
10 of Mr. Chandler. *Ibey Decl.*, ¶ 10. Also, attorney's fees are being paid separately from the dedicated
11 recovery of \$120,000 to the Class Members for the Individual Settlement Payments, meaning an
12 award of attorneys' fees does not diminish the recovery to the individual Class Members.

13 Consequently, there is nothing unfair or unreasonable about the fees request being more than
14 the recovery to the Class Members. The objectors have not provided any legal authority to the
15 contrary. In any event, an objection to the amount of attorneys' fees is not an objection to the overall
16 fairness of the Settlement and is therefore not grounds to withhold final settlement approval,
17 especially when Plaintiff meets the requirements for a presumption for fairness as explained in the
18 motion for final approval of the settlement. Furthermore, this settlement is not contingent on any
19 particular award of attorneys' fees. *Ag.* § XIII(3). The settlement provides that the Court may award
20 up to \$280,000 to cover attorneys' fees, litigation costs, a Class Representative Service Award and
21 settlement administration expenses, combined. *See* *Ag.* § I(Y), III(1), XIII(1). Again, there is a
22 dedicated \$120,000 for awards to valid claimants, provided on a prorated basis. *Id.* at § I(AA).

23 Thus, the objections to the attorneys' fees request are without merit and should be overruled.

24 **C. Accountability by Defendant**

25 Objector Schwartz contends that the Settlement does not hold Defendant accountable for the
26 alleged harm (i.e., breach of contract) because it does not "include meaningful commitments to
27 prevent similar future disruptions or better protect students' rights." However, there is no requirement
28

1 that a settlement include injunctive relief in order to be fair and reasonable. More importantly, there
2 is no claim that the Wildcat strikes are ongoing; and no objector contends that similar Wildcat strikes
3 are continuing or even took place after the Winter 2020 term. The Settlement provides for a total
4 payment by Defendant up \$400,000 to resolve this dispute (Agr. § I(Y)), which is not an insubstantial
5 amount of money. In a settlement, a defendant is not required to admit liability. Indeed, in almost all
6 class action settlements the defendants deny liability. Here, Defendant denies Plaintiff's allegations
7 and any wrongdoing. Recital K to the Agreement; *see also* ROA #158 (Answer to Second Amended
8 Complaint, with a general denial and several asserted affirmative defenses). Objector Schwartz
9 provides no evidence of any likelihood of a repeat of the same or similar Wildcat strikes that Plaintiff
10 alleges took place several years ago in the Fall of 2019 and Winter of 2020 terms. *See* Second
11 Amended Complaint, ¶¶ 3, 51, 53-54. Thus, such objection is without merit and should be overruled.

12 **D. Causation**

13 Objector Diamond believes that harms to the UCSC campus were not based on the Wildcat
14 strike but rather due to unspecified "propaganda". Whatever is meant by October Diamond by
15 propaganda here, such view of the case presents no basis to find the Settlement should not be finally
16 approved. Not only is there no evidence provided by the objector, but his claim is contradicted by
17 declaration testimony from Mr. Chandler. *See* ROA# 288, ¶¶ 14-15. Regardless, whether the Wildcat
18 strikes were the sole cause, or among a set of causes, of the claimed educational interruptions is a
19 merits question that need not be resolved in order to determine the fairness of the Settlement based
20 on the allegations in the Second Amended Complaint. Thus, this objection should be overruled as
21 without merit.

22 **E. Harm to Plaintiff and Impact of the Striking Activity**

23 Objector Diamond next suggests that Mr. Chandler was not harmed by the Wildcat strikes
24 because "he was able to graduate 2 quarters early". That is not a real objection to this Settlement. As
25 noted above, Mr. Chandler provided evidence that he was personally affected by the Wildcat strike
26 and experienced cancelled or disrupted classes (ROA# 288, ¶¶ 14-15). That Mr. Chandler was
27 ultimately able to be graduated from UCSC, whether early or not, is not the relevant inquiry. The
28

subject of the lawsuit and the Settlement is the alleged conduct by Defendant in failing to stop or acquiescing to faculty striking activity, constituting an alleged breach of contract, where striking activity is said to have resulted in interruptions to classroom instructions and/or access to the campus during the two academic quarters. Second Amended Complaint, ¶¶ 1, 3, 51, 53-54. Simply stated, Objector Diamond provides no evidence to support an assertion that Mr. Chandler was not affected by the alleged breach of contract. This objection should therefore be overruled.

Objector Mete goes so far as to claim the striking activity was actual beneficial to students, notwithstanding the educational interruptions, because it was meant to benefit students “in the long term”. Such unique personal belief is contrary to the allegations in the Second Amended Complaint and testimony by Mr. Chandler. Objector Mete’s comments are more akin to a request for exclusion from the Settlement (although improperly submitted as such¹⁴), since he states: “I simply do not agree with the reasons presented for bringing about this suit and want nothing to do with a judgment in favor of the plaintiff.” Such objection, if it is even treated as an objection, should be overruled.

Accordingly, this Settlement is fair, adequate and reasonable, and the four objections out of 17,780 Class Members (Recital N to Agreement) should be overruled.


V. CONCLUSION

For the foregoing reasons, the four objections are without merit and should be overruled.

Dated: October 3, 2025

Respectfully submitted,

KAZEROUNI LAW GROUP, APC

By: 
ABBAS KAZEROUNIAN
ATTORNEYS FOR PLAINTIFF

¹⁴ Objector Mete is not listed as having submitted a formal request for exclusion to the Claims Administrator. Ibey Decl., ¶ 11. Also, under the Settlement, if Objector Mete is deemed by the Court to have validly requested exclusion from the Settlement, he cannot then object to the Settlement because he would not have standing to do so. Agr. § VIII(3).

[ADDITIONAL COUNSEL FOR PLAINTIFF]

KAZEROUNI LAW GROUP, APC

Jason Ibey, Esq. (SBN: 284607)

jason@kazlg.com

321 N Mall Drive, Suite R108

St. George, Utah 84790

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

COUNSELONE, PC

Anthony J. Orshansky (SBN: 199364)

anthony@counselonegroup.com

9465 Wilshire Blvd., Suite 300

Beverly Hills, CA 90212

Telephone: (310) 277-9945

Facsimile: (424) 277-3727

KAZEROUNI LAW GROUP, APC

Jason A. Ibey, Esq. (SBN 284607)

jason@kazlg.com

321 N Mall Drive, Suite R108

St. George, Utah 84790

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

*Attorney for Plaintiff,
Jacob Chandler*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE – UNLIMITED CIVIL**

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

Plaintiff,

v.

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA, and DOES 1 through 100,
inclusive,

Defendants.

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

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

**DECLARATION OF JASON A. IBEY IN
SUPPORT OF PLAINTIFF'S RESEPNSE
TO OBJECTIONS TO SETTLEMENT**

Date: October 23, 2025

Time: 2:00 p.m.

Dept.: CX-102

1 **I, JASON A. IBEY, declare:**

2 1. I am one of the attorneys for the plaintiff Jacob Chandler (“Plaintiff” or “Mr. Chandler”) in
3 this action against defendant The Regents of the University of California (“Defendant” or “The
4 Regents”).

5 2. I am an attorney admitted to the State Bar of California on November 26, 2012, and have
6 been a member in good standing since that time. I am also admitted to the State Bars of Utah and the
7 Commonwealth of Massachusetts. I am also admitted in every federal district in California and have
8 handled federal litigation in the federal districts of California.

9 3. I have personal knowledge of the following facts and, if called upon as a witness, could and
10 would competently testify thereto, except as to those matters which are explicitly set forth as based
11 upon my information and belief and, as to such matters, I am informed and believe that they are true
12 and correct.

13 4. I have been appointed as one of Class Counsel in this action for settlement purposes.

14 5. I am writing this declaration in support of Plaintiff’s Response to Objections to Settlement.

15 6. I have been informed by the settlement administrator, Simpluris, Inc. (“Claims
16 Administrator”), that they received four timely objections, which I have reviewed. The Claims
17 Administrator also informed me that the four objections were received through the online portal on
18 the Settlement Website. I am unaware of any additional objections to the Settlement.

19 7. The detailed (longform) notice of the Settlement that is available on the Settlement Website
20 states in part: “The Individual Settlement Payment each Valid Claimant is expected to receive
21 depends on the number of valid claims that the Claims Administrator receives. The fewer valid
22 claims received by the Claims Administrator, the larger the Individual Settlement Payment is
23 expected to be, and vice versa. Based on Settlement Class Counsel’s experience, they estimate that
24 approximately 5-10% of the estimated **17,780** Settlement Class Members will submit a claim form.”
25 (emphasis in original). The same is provided on the FAQ page in Section 6.

26 8. For purposes of reasonably calculating potential damages that could be obtained at trial if
27 Plaintiff were to prevail on the breach of contract claim, Plaintiff bases the damage calculation on a
28

1 generous estimate of six full days of campus closure due to the alleged Wildcat striking activity
2 during the Fall 2019 and Winter 2020 academic quarters, which is based on 97 days of promised
3 educational instruction according to the 2019-20 UCSC General Catalog (Exhibit 2 to the Second
4 Amended Complaint). The figure of six days is based on the average of 2 days acknowledge by
5 Defendant when striking activity took place and Plaintiff's testimony that he recalls approximately
6 10 total days of striking activity in some form ($2 + 10 = 12$. And, $12 / 2 = 6$).

7 9. The claim form requirement to receive a Settlement payment was simple. No evidence of
8 harm was required by Class Members apart from a statement (affirmation) that was not required to
9 be under penalty of perjury. The affirmation reads: "Between September 21, 2019, and March 10,
10 2020, at the University of California, Santa Cruz, I experienced at least one of the following on a
11 day when in-person educational instruction was normally expected to occur: (i) cancellation of a
12 class or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-
13 campus facilities or services; or (iv) restricted access to on-campus facilities or services."

14 10. The amount of litigation work involved before a Settlement was reached in this matter was
15 substantial, including for example several amended complaints, rounds of demurrer, sets of written
16 discovery, review of 5,682 pages of documentation, and defending the deposition of Mr. Chandler.

17 11. Objector John Joseph Routs Mete is not listed as having submitted a formal request for
18 exclusion to the Claims Administrator.

19 12. Attached as **Exhibit 1** is a true and correct copy of the detailed (longform) notice of Settlement
20 that was made available on the Settlement Website, last accessed October 2, 2025.

21 13. Attached as **Exhibit 2** is a true and correct copy of a screen capture of the Settlement
22 Website's "FAQ" page on September 23, 2025.

23 14. Attached as **Exhibit 3** is a true and correct copy of a screen capture of the Settlement
24 Website's "Important Documents" page on September 23, 2025.

25 15. Attached as **Exhibit 4** is a true and correct copy of the relevant excerpts of the Tentative
26 Ruling for this matter on January 3, 2025, by Judge Lon F. Hurwitz , the prior judge in this matter,
27
28

1 for matter # 9 (Chandler), indicating, in part, “[r]isks of certification and risks of Plaintiff prevailing
2 on the merits of the claims seem extraordinarily high.” (yellow highlighting in original).

3 I declare under penalty of perjury under the laws of California that the foregoing is true and
4 correct, and that this declaration was executed on October 3, 2025.

5 By: /s/ Jason A. Ibey
6 Jason A. Ibey
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EXHIBIT 1

Superior Court of California, Orange County

If you attended the University of California, Santa Cruz, during the Fall 2019 and/or Winter 2020 academic quarters, you could get a payment from a class action settlement.

A court has authorized this notice. This is not a solicitation from a lawyer.

- A settlement has been reached in a class action lawsuit (the “Settlement”) against the Regents of the University of California (“Defendant”) involving alleged unauthorized strikes which may have led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life on the University of California, Santa Cruz, campus during the Fall 2019 and Winter 2020 academic quarters (the “Class Period”).
- The Settlement provides an opportunity to obtain a Settlement check.
- Your legal rights are affected whether you act or don’t act, so please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:		
SUBMIT A CLAIM FORM	Make a claim to receive a payment by check as the Settlement award.	Claims must be postmarked or submitted online by July 21, 2025. <i>See Question 8, below.</i>
EXCLUDE YOURSELF	Write to the Claims Administrator to opt out of the Settlement. This is the only option that allows you to be part of any other lawsuit, or your own lawsuit, against the Defendant about the legal claims released in this Settlement.	Requests for Exclusion must be postmarked or submitted online by July 21, 2025. <i>See Questions 11-14, below.</i>
OBJECT	Write to the Claims Administrator or tell the judge at the Final Approval Hearing about why you do not like the Settlement.	Written objections must be postmarked or submitted online by July 21, 2025. Alternatively, objections may be made orally at the Final Approval Hearing. <i>See Question 19, below.</i>
GO TO A HEARING	Whether or not you object, you or your attorney may speak in court to the judge about the Settlement.	The Final Approval Hearing is currently scheduled for October 23, 2025 at 2:00 p.m. <i>See Questions 22-23, below.</i>

DO NOTHING	Give up the benefits you may be entitled to under the Settlement and your right to be part of any other lawsuit against the Defendant about the legal claims released by the Settlement.	<i>See Question 24, below.</i>
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- These rights and options -- ***and the deadlines to exercise them*** -- are explained in this notice.
- The Court in charge of this case still must decide whether to approve the Settlement before any benefits can be distributed. Please be patient.

WHAT THIS NOTICE CONTAINS

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3. Why is this a class action?
4. Why is there a Settlement?

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5. How do I know if I am part of the Settlement?

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6. What are the benefits of the Settlement?
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25. Are there more details about the Settlement?

QUESTIONS? VISIT WWW.CHANDLERUCSCSETTLEMENT.COM OR CALL (833) 296-0833

1. Why have I received this notice?

A Court has authorized this notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. This notice explains the lawsuit, the proposed Settlement, and your legal rights. If you attended the University of California, Santa Cruz (“UCSC”) during the Fall 2019 and/or Spring 2020 academic quarters (the “Class Period”), you may be a Settlement Class Member. If you received a notice of the proposed settlement via email, it is because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

The Honorable Layne H. Melzer of the Superior Court of California, Orange County, is overseeing this class-action lawsuit, known as *Chandler v. the Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County) (the “Action”). Jacob Chandler is the person who brought this Action and is called the “Plaintiff” or “Class Representative.” The institution that is being sued, the Regents of the University of California, is called the “Defendant.”

2. What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life at the University of California, Santa Cruz. Defendant denies these allegations.

3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representative in the Action is the Plaintiff identified above. There are an estimated **17,780** Settlement Class Members.

4. Why is there a Settlement?

The parties have agreed to a Settlement based on the First Amended Settlement Agreement (“Settlement Agreement”) to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing Defendant from liability for the claims that were raised or could have been raised in the Action involving (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement does not mean that the Defendant broke any laws, or otherwise did anything wrong, because Judge Melzer did not decide which side was right. The Class Representative and the lawyers representing him believe the Settlement is fair and reasonable for the Settlement Class Members.

5. How do I know if I am part of the Settlement? What products are included in the Settlement?

The Settlement Class includes all undergraduate students at the University of California Santa Cruz who (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters, and (ii) were enrolled in one or more course prior to March 10, 2020, that was designated as in person.

Excluded from the Class are the Defendant, Defendant's officers, directors, trustees, corporations, trusts, representatives, principals, partners, or joint ventures, and their heirs, successors, assigns, as well as the judges assigned to this action, and any member of a judge's immediate family.

6. What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the "Effective Date"), Settlement Class Members who submit a valid and timely claim will be entitled to a pro rata share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. Based on Settlement Class Counsel's experience, they estimate that approximately 5-10% of the estimated **17,780** Settlement Class Members will submit a claim form.

To obtain a cash payment, you must submit a Claim Form and provide all the required information requested in the Claim Form.

Any unclaimed or abandoned settlement checks will be distributed in equal shares to charitable entities Public Justice and Second Harvest Food Bank of Santa Cruz County, as a "cy pres" award, subject to Court approval.

7. What am I giving up in exchange for the Settlement check?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in **Section XIV** of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate legal terminology, so read it carefully. The Settlement Agreement is located at www.ChandlerUCSCSettlement.com.

Judge Melzer has appointed specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in Answer 15 below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.

8. How do I get Settlement check?

If you are a Settlement Class Member and would like to cash payment (described in Answer 6, above), you need to complete the Claim Form that accompanies this Notice (and also available on the Settlement Website) and

submit it through the Settlement Website (www.ChandlerUCSCSettlement.com) or mail it to the address provided on the Claim Form. Claim Forms must be **postmarked or submitted no later than July 21, 2025**.

If you have any questions on how to complete the Claim Form or what information is needed, you can call the Claims Administrator at (833) 296-0833 or visit the FAQ page of the Settlement Website.

9. What if my claim is deficient or is denied?

There is a process in the Settlement Agreement to allow Settlement Class Members to cure their claim if the Claims Administrator determines it is deficient. If your claim form is determined to be deficient, you will be sent an email or letter within fourteen (14) days of the determination that the claim is deficient, with an explanation of the reason(s) for the deficiency. You will be allowed twenty-one (21) days from the date the deficiency notice was mailed or emailed to cure the deficiency, if possible. If you have questions regarding this process, contact the Claims Administrator.

10. When will I get the Settlement check?

Within forty-five (45) days of the Effective Date, the Claims Administrator will commence issuing applicable payments to Settlement Class Members who have submitted valid Claim Forms. ***We anticipate the Effective Date will be on or about December 23, 2025. Please check the Settlement website for updates.***

If your mailing address changes, please promptly contact the Claims Administrator to provide an updated mailing address.

11. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing Defendant in another action over the legal issues in this case, then you must take steps to opt-out of this Settlement. This is called requesting to be excluded from – sometimes called “opting out” of – the Settlement. A sample Request for Exclusion form is available for download from the Settlement Website. Requests for Exclusion must be postmarked or submitted via the online portal on the Settlement Website by **July 21, 2025**.

12. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement, and you will not receive any of the benefits of the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit if you timely ask to be excluded. However, if 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the Settlement Agreement.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves.

14. How do I exclude myself from the Settlement?

You may make a Request for Exclusion by submitting such request via the online portal on the Settlement Website or in writing by mailing it to the Claims Administrator. Any Request for Exclusion must: (A) include your full name and current address; (B) contain a clear and specific statement of your desire to be excluded from the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County); and (C) your signature. You may also include your telephone number and e-mail address (if any). A Request for Exclusion Form is available for download from the Settlement Website. You may mail your Request for Exclusion Form to:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You must either submit your Request for Exclusion to the Claims Administrator via the online portal on the Settlement Website or mail it to the Claim Administrator no later than July 21, 2025.

Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement. The Court is the final arbiter regarding the validity and authenticity of requests for exclusion.

15. Do I have a lawyer in the case?

The Plaintiff and you are represented by lawyers and a law firm that has prosecuted this case. Judge Melzer has appointed the following lawyers to represent you and other Settlement Class Members as Settlement Class Counsel:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com
Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
anthony@counselonegroup.com

Jason A. Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

16. How will the lawyers be paid?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that Settlement Class Counsel may apply to the Court for an award of attorneys' fees and costs. Settlement Class Counsel anticipate seeking a combined award not exceeding \$256,532 as attorneys' fees (up to \$236,532) and costs (up to \$20,000). Defendant has agreed not to oppose this request. The Settlement Class Counsel fees and costs will be paid separate and apart from payments made to the Settlement Class Members and will not reduce the value of the checks

distributed to Settlement Class Members. The Court will determine the amount of attorneys' fees and costs after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service award, which will be filed on or before June 20, 2025 and made available on the Settlement Website.

17. How will the Claims Administrator be paid?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that the Claims Administrator may be paid for class notice and settlement administration expenses. The class notice and settlement administration expenses are estimated to be \$19,468, which will be paid separate and apart from any relief provided to the Class and will not reduce the value of the checks distributed to Settlement Class Members. The Court will determine the amount of reasonable class notice and settlement administration expenses after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service awards, which will be filed on or before June 20, 2025 and made available on the Settlement Website.

18. How will the Class Representative be compensated for his time and efforts?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that Settlement Class Counsel may apply to the Court for a Service Award to Plaintiff up to the amount of \$4,000.00. Defendant has agreed not to oppose this request. The Service Award will be paid separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Settlement Class Members. The Court will determine the amount of service awards, if any, after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service awards, which will be filed on or before June 20, 2025 and made available on the Settlement Website.

19. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like some part of it, whether in writing or orally at the Final Approval Hearing. You can give reasons why you think the Court should not approve it. To object in writing, send a letter saying that you object to the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County). Your written Objection must be submitted via the online portal on the Settlement Website or mailed to the Claims Administrator. If you wish to object in writing, your objection must include: (A) your full name, current address, current telephone number, email address (if any); (B) a statement indicating that you were an undergraduate student at University of California, Santa Cruz, during the Fall 2019 and/or Spring 2020 terms; (C) a statement of the position(s) you wish to assert, including the factual grounds for the position; and (D) your signature. Additionally, the objector may choose to submit any documents that the objector wishes to be considered in connection with the Objection. You may also indicate whether you intend to appear at the Final Approval Hearing. An Objection Form is available for download from the Settlement Website. You may mail your Objection to:

Chandler v. The Regents of the University of California
c/o Settlement Administrator
P.O. Box 25226
Santa Ana, CA 92799

You must either submit your written Objection to the Claims Administrator via the online portal on the Settlement Website or mail it to the Claim Administrator no later than July 21, 2025. Alternatively, you may make an objection orally at the Final Approval Hearing.

Additional information about the requirements for objectors who are represented by an attorney are found in Section IX of the Settlement Agreement, which is located at www.ChandlerUCSCSettlement.com.

Absent good cause found by the Court, objections that are not timely or are otherwise not compliant may be deemed waived and not considered by the Court. The Court retains final authority with respect to consideration and admissibility of objections.

20. What's the difference between objecting and excluding yourself?

Objecting is simply telling Judge Melzer that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Melzer that you don't want to be part of the Settlement and thus do not want to receive any benefits from the Settlement as described in Answer 6. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

21. When and where will Judge Melzer decide whether to approve the Settlement?

The Court will hold a "Final Approval Hearing" to decide whether to approve the Settlement on **October 23, 2025 at 2:00 p.m. PST**, located in the Orange County Superior Courthouse, at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and whether objections by Settlement Class Members, if any, have merit. At this hearing, the Court will also decide the Service Award for the Class Representative, the attorney's fees and costs for the lawyers representing the Settlement Class Members, and reasonable class notice and administration expenses to the Claims Administrator. We do not know how long the Court's decision will take, and the hearing date may change due to other court business. Updates will be posted on the Settlement Website.

22. Do I need to go to the hearing?

No. Class Counsel will answer questions the Court may have, but you may come to the hearing at your own expense. If you submit an objection, you don't have to come to Court to discuss it. If you mail a valid and timely written objection, the Court will consider it. You may also pay another lawyer to attend, but that's not required.

23. May I speak at the hearing?

Whether or not you have objected to the Settlement, you may speak with Judge Melzer at the Final Approval Hearing. If you are represented by an attorney for your objection to the Settlement, your attorney must file with the Court a notice of appearance by the Objection Deadline of **July 21, 2025**.

You cannot speak at the hearing if you have excluded yourself from the Settlement.

24. What if I do nothing?

If you do nothing, you will give up the right to be part of any other lawsuit against Defendant about the legal claims released by the Settlement. **You will not receive a cash payment described in Answer 6 unless you timely submit a Claim Form.**

25. Are there more details about the Settlement?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement available on the Settlement Website (www.ChandlerUCSCSettlement.com). You may also contact the Claims Administrator with any questions at info@ChandlerUCSCSettlement.com or by phone at (833) 296-0833. You should check the website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE

EXHIBIT 2

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Frequently Asked Questions

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1. Why have I received notice?

A Court has authorized notice because you have a right to know about the proposed Settlement of this class-action lawsuit, and your options, before the Court decides whether to give “final approval” to the Settlement. The Notice explains the lawsuit, the proposed Settlement, and your legal rights. If you attended the University of California, Santa Cruz (“UCSC”) during the Fall 2019 and/or Spring 2020 academic quarters (the “Class Period”), you may be a Settlement Class Member. If you received a notice of the proposed settlement via email, it is because the records of the Regents of the University of California indicate that you (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters and (ii) were enrolled in one or more courses prior to March 10, 2020, that was designated as in person, at UCSC.

The Honorable Layne H. Melzer of the Superior Court of California, Orange County, is overseeing this class-action lawsuit, known as *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County) (the “Action”). Jacob Chandler is the person who brought this Action and is called the “Plaintiff” or “Class Representative.” The institution that is being sued, the Regents of the University of California, is called the “Defendant.”

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2. What is the lawsuit about?

This lawsuit seeks to recover economic losses relating to the lack of in-person classes and/or on-campus resources at UCSC during the Fall 2019 and Winter 2020 academic quarters resulting from “wildcat” strikes. Specifically, the lawsuit alleges that Defendant breached a contract it formed with Class Members due to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life at the University of California, Santa Cruz. Defendant denies these allegations.

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3. Why is this a class action?

In a class action, one or more people called “Class Representatives” assert claims on behalf of people who have similar claims. All of these people are the “Class” or “Class Members.” One court resolves the issues for all Class Members, except for those who timely exclude themselves from (or “opt out” of) the Class. The Class Representative in the Action is the Plaintiff identified above. There are an estimated 17,780 Settlement Class Members.

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4. Why is there a settlement?

The parties have agreed to a settlement based on the First Amended Settlement Agreement (“Settlement Agreement”) to avoid further cost and risk of a trial, and so that the people affected can begin getting

benefits in exchange for releasing Defendant from liability for the claims that were raised or could have been raised in the Action involving (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement does not mean that the Defendant broke any laws, or otherwise did anything wrong, because Judge Melzer did not decide which side was right. The Class Representative and the lawyers representing him believe the Settlement is fair and reasonable for the Settlement Class Members.

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5. How do I know if I am part of the Settlement? What products are included in the Settlement?

The Settlement Class includes all undergraduate students at the University of California Santa Cruz who (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters, and (ii) were enrolled in one or more course prior to March 10, 2020, that was designated as in person.

Excluded from the Class are the Defendant, Defendant's officers, directors, trustees, corporations, trusts, representatives, principals, partners, or joint ventures, and their heirs, successors, assigns, as well as the judges assigned to this action, and any member of a judge's immediate family.

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6. What are the benefits of the Settlement?

If the Court grants final approval of the Settlement and the Settlement becomes effective (the “Effective Date”), Settlement Class Members who submit a valid and timely claim will be entitled to a *pro rata* share of \$120,000.00. By way of example only, if the Court finally approves the Settlement in this Action, and 1,000 Settlement Class Members have submitted valid and timely Claim Forms, then each of the 1,000 Settlement Class Members are expected to receive \$120.00 as their Individual Settlement Payment. The Individual Settlement Payment each Valid Claimant is expected to receive depends on the number of valid claims that the Claims Administrator receives. The fewer valid claims received by the Claims Administrator, the larger the Individual Settlement Payment is expected to be, and vice versa. Based on Settlement Class Counsel’s experience, they estimate that approximately 5-10% of the estimated **17,780** Settlement Class Members will submit a claim form.

To obtain a cash payment, you must submit a Claim Form and provide all the required information requested in the Claim Form.

Any unclaimed or abandoned settlement checks will be distributed in equal shares to charitable entities Public Justice and Second Harvest Food Bank of Santa Cruz County, as a “*cy pres*” award, subject to Court approval.

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7. What am I giving up in exchange for the Settlement check?

If the Settlement becomes final, Class Members will be releasing Defendant and related people and entities from all the claims described and identified in Section XIV of the Settlement Agreement. In essence, the claims Class Members are releasing are all claims arising out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury. The Settlement Agreement describes the Released Claims with specific descriptions, in necessarily accurate

legal terminology, so read it carefully. The Settlement Agreement is available on the [Important Documents](#) page of this website.

Judge Melzer has appointed specific lawyers to represent you in this lawsuit and Settlement. You can talk to one of the lawyers listed in [FAQ 15](#) below, free of charge, if you have questions about the released claims or what they mean. You can also speak with your own lawyer, should you have one, about this Settlement.

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8. How do I get a Settlement Check?

If you are a Settlement Class Member and would like to cash payment (described in [FAQ 6](#), above), you need to complete the Claim Form. You may complete an [online Claim Form on this website](#) or you can download a copy of the paper Claim Form. Claim Forms must be **submitted or postmarked no later than July 21, 2025**.

If you have any questions on how to complete the Claim Form or what information is needed, you can call the Claims Administrator at (833) 296-0833.

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9. What if my claim is deficient or is denied?

There is a process defined in the Settlement Agreement to allow Settlement Class Members to cure their claim if the Claims Administrator determines it is deficient. If your Claim Form is determined to be deficient, you will be sent an email or letter within fourteen (14) days of the determination that the claim is deficient, with an explanation of the reason(s) for the deficiency. You will be allowed twenty-one (21) days

from the date the deficiency notice was mailed or emailed to cure the deficiency, if possible. If you have questions regarding this process, contact the Claims Administrator.

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10. When will I get the Settlement check?

Within forty-five (45) days of the Effective Date, the Claims Administrator will commence issuing applicable payments to Settlement Class Members who have submitted valid Claim Forms. We anticipate the Effective Date will be on or about **November 4, 2025**. Please check this website for updates.

If your mailing address changes, please promptly contact the Claims Administrator to provide an updated mailing address.

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11. Can I exclude myself from this Settlement?

Yes. If you want to keep the right to sue or if you are already suing Defendant in another action over the legal issues in this case, then you must take steps to opt-out of this Settlement. This is called requesting to be excluded from – sometimes called "opting out" of – the Settlement. A sample Request for Exclusion form is available for download. Requests for Exclusion must be postmarked or [submitted online via this website](#) by **July 21, 2025**.

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12. If I exclude myself, can I get anything from this Settlement?

No. If you ask to be excluded, you cannot object to the Settlement, and you will not receive any of the benefits of the Settlement. But you may sue, continue to sue, or be part of a different lawsuit against Defendant in the future, including for claims that this Settlement resolves. You will not be bound by anything that happens in this lawsuit if you timely ask to be excluded. However, if 1,000 or more Settlement Class Members timely exclude themselves from the Settlement, either Defendant or Plaintiff may elect to terminate the Settlement Agreement.

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No. Unless you exclude yourself, you give up the right to sue Defendant for the claims that this Settlement resolves.

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14. How do I exclude myself from the Settlement?

You may make a Request for Exclusion by submitting such request via the [online portal on this website](#) or in writing by mailing it to the Claims Administrator. Any Request for Exclusion must: (A) include your full name and current address; (B) contain a clear and specific statement of your desire to be excluded from the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County); and (C) your signature. You may also include your telephone number and e-mail address (if any). A Request for Exclusion Form is also available for download. You may mail your Request for Exclusion Form to:

Chandler v. The Regents of the University of California
c/o Claims Administrator ATTN: *Exclusion Mail*

PO Box 25226
Santa Ana, CA, 92799

You must either submit your Request for Exclusion to the Claims Administrator via the online portal or mail it to the Claim Administrator no later than July 21, 2025.

Failure to comply with any of these requirements for excluding yourself may result in you being bound by this Settlement. The Court is the final arbiter regarding the validity and authenticity of requests for exclusion.

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15. Do I have a lawyer in the case?

The Plaintiff and you are represented by lawyers and a law firm that has prosecuted this case. Judge Melzer has appointed the following lawyers to represent you and other Settlement Class Members as Settlement Class Counsel:

Abbas Kazerounian Kazerouni Law Group, APC 245 Fischer Avenue, Unit D1 Costa Mesa, CA 92626 ak@kazlg.com	Jason A. Ibey Kazerouni Law Group, APC 321 N. Mall Drive Suite R108 St. George, Utah 84790 jason@kazlg.com	Anthony J. Orshansky COUNSELONE, PC 9465 Wilshire Boulevard Suite 300 Beverly Hills, California 90212 anthony@counselonegroup.com
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You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

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16. How will the lawyers be paid?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that Settlement Class Counsel may apply to the Court for an award of attorneys' fees and costs. Settlement Class Counsel anticipate seeking a combined award not exceeding \$256,532 as attorneys' fees (up to \$236,532) and costs (up to \$20,000). Defendant has agreed not to oppose this request. The Settlement Class Counsel fees and costs will be paid separate and apart from payments made to the Settlement Class Members and will not reduce the value of the checks distributed to Settlement Class Members. The Court will determine the amount of attorneys' fees and costs after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service award, which will be filed on or before May 2, 2025, and made available on this website.

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17. How will the Claims Administrator be paid?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that the Claims Administrator may be paid for class notice and settlement administration expenses. The class notice and settlement administration expenses are estimated to be \$19,468, which will be paid separate and apart from any relief provided to the Class and will not reduce the value of the checks distributed to Settlement Class Members. The Court will determine the amount of reasonable class notice and settlement administration expenses after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service awards, which will be filed on or before May 2, 2025, and made available on this website.

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18. How will the Class Representative be compensated for his time and efforts?

As part of the resolution of the Action, Settlement Class Counsel and Defendant have agreed that Settlement Class Counsel may apply to the Court for a Service Award to Plaintiff up to the amount of \$4,000.00. The Defendant has agreed not to oppose this request. The Service Award will be paid separate and apart from any relief provided to the Class and will not reduce the value of the benefits distributed to Settlement Class Members. The Court will determine the amount of service awards, if any, after evaluating Plaintiff's submission of a motion for attorneys' fees, costs and service awards, which will be filed on or before May 2, 2025, and made available on this website.

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19. How do I tell the Court if I don't like the Settlement?

You can object to the Settlement if you don't like some part of it, whether in writing or orally at the Final Approval Hearing. You can give reasons why you think the Court should not approve it. To object in writing, send a letter saying that you object to the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County). Your Objection must be submitted via the [online portal on this website](#) or mailed to the Claims Administrator. If you wish to object in writing, your objection must include: (A) your full name, current address, current telephone number, email address (if any); (B) a statement indicating that you were an undergraduate student at University of California, Santa Cruz, during the Fall 2019 and/or Spring 2020 terms; (C) a statement of the position(s) you wish to assert, including the factual grounds for the position; and (D) your signature. Additionally, the objector may choose to submit any documents that the objector wishes to be considered in connection with the Objection. You may also indicate whether you intend to appear at the Final Approval Hearing. [An Objection Form is available for download here](#). You may mail your Objection to:

Chandler v. The Regents of the University of California
c/o Claims Administrator ATTN: *Objection Mail*
PO Box 25226
Santa Ana, CA, 92799

**You must submit your written Objection to the Claims Administrator no later than July 21, 2025.
Alternatively, you may make an objection orally at the Final Approval Hearing.**

Additional information about the requirements for objectors who are represented by an attorney are found in Section IX of the Settlement Agreement, which is located on the [Important Documents](#) section of this website.

Absent good cause found by the Court, objections that are not timely or are otherwise not compliant may be deemed waived and not considered by the Court. The Court retains final authority with respect to consideration and admissibility of objections.

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20. What's the difference between objecting and excluding yourself?

Objecting is simply telling Judge Melzer that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling Judge Melzer that you don't want to be part of the Settlement and thus do not want to receive any benefits from the Settlement as described in Answer 6. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

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21. When and where will Judge Melzer decide whether to approve the Settlement?

The Court will hold a “Final Approval Hearing” to decide whether to approve the Settlement **October 23, 2025, at 2:00 p.m. PST**, located in the Orange County Superior Courthouse, at 751 West Santa Ana Boulevard, Santa Ana, CA 92701, in Department CX 102. At this hearing, the Court will determine whether the Settlement is fair, adequate, and reasonable and whether objections by Settlement Class Members, if any, have merit. At this hearing, the Court will also decide the Service Award for the Class Representative, the attorney’s fees and costs for the lawyers representing the Settlement Class Members, and reasonable class notice and administration expenses to the Claims Administrator. We do not know how long the Court’s decision will take, and the hearing date may change due to other court business. Updates will be posted on this website.

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22. Do I need to go to the hearing?

No. Class Counsel will answer questions the Court may have, but you may come to the hearing at your own expense. If you submit an objection, you don’t have to come to Court to discuss it. If you mail a valid and timely written objection, the Court will consider it. You may also pay another lawyer to attend, but that’s not required.

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23. May I speak at the hearing?

Whether or not you have objected to the Settlement, you may speak with Judge Melzer at the Final Approval Hearing. If you are represented by an attorney for your objection to the Settlement, your attorney must file with the Court a notice of appearance by the Objection Deadline **July 21, 2025**.

You cannot speak at the hearing if you have excluded yourself from the Settlement.

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24. What if I do nothing?

If you do nothing, you will give up the right to be part of any other lawsuit against Defendant about the legal claims released by the Settlement. **You will not receive a cash payment described in [FAQ 6](#) unless you submit a Claim Form in a timely manner.**

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25. Are there more details about the Settlement?

This website and Notice summarize the proposed Settlement. More details are in the Settlement Agreement available in the [Important Documents](#) page of this website. You may also contact the Claims Administrator with any questions by phone at (833) 296-0833. You should check this website regularly for updates on the case, including regarding the Settlement, the approval process for the Settlement, the scope and terms of the Settlement Class and the scope and terms of the Settlement. Additionally, you may check the court's Registrar of Actions for this case by going to <https://www.occourts.org/online-services/case-access> and selecting "Civil Case & Document Access."

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Visit this website often to get the most up-to-date information.
Questions? Contact the Settlement Administrator at info@ChandlerUCSCSettlement.com or (833) 296-0833.

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EXHIBIT 3

[Home](#)

[FAQs](#)

[Important Documents](#)

[Important Dates](#)

[Contact](#)

[Opt-Out Form](#)

[Objection Form](#)

[SUBMIT A CLAIM](#)

Important Documents

Court Documents:



Notice of Class Action Settlement



Motion for Attorneys' Fees, Costs and Service Award



Amended Preliminary Approval Order



Motion for Preliminary Approval of Class Action Settlement



Amended Settlement Agreement



Answer to the Complaint



Second Amended Complaint

Visit this website often to get the most up-to-date information.
Questions? Contact the Settlement Administrator at info@ChandlerUCSCSettlement.com or (833) 296-0833.

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EXHIBIT 4

CIVIL COMPLEX CENTER

DEPARTMENT CX103

Judge Lon F. Hurwitz

Procedural guidelines for several types of motions and dismissals handled regularly in this department are set forth here. The guidelines appear after the Tentative Rulings.

TENTATIVE RULINGS

Date: January 3rd, 2025

Time: 1:30PM

The Court will hear oral argument on all matters at the time noticed for the hearing. If you would prefer to submit the matter on your papers without oral argument, please advise the clerk by emailing her as soon as possible. The email should be directed to CX103@occourts.org. When sending emails to the department, make sure to CC ALL SIDES as to avoid any sense of ex parte communication. The Court will not entertain a request for continuance nor filing of further documents once the ruling has been posted.

If appearing **remotely** on the date of the hearing, log into ZOOM through the following link and follow the prompts:

<https://acikiosk.azurewebsites.us/advisement?dept=CX103>

OTHER INFORMATION ABOUT THIS DEPARTMENT

HEARING DATES/RESERVATIONS: Except for Summary Judgment and Adjudication Motions, **no reservations are required for Law and Motion matters.** Call the Clerk to reserve a date for a Summary Judgment or Adjudication Motion. Regarding all other motions, the parties are to include a hearing date (Friday at 1:30PM) in their motion papers. The date initially assigned might later be continued by the Court if the assigned date becomes unavailable for reasons related to, among other things, calendar congestion.

COURT REPORTERS AND TRANSCRIPTS: Court reporters are not available in this department for *any* proceedings. Please consult the Court's website at www.occourts.org concerning arrangements for court reporters. If a transcript of the proceedings is ordered by *any* party, that party must ensure that the Court receives an electronic copy by email as mentioned above.

SUBMISSION ON THE TENTATIVE

If a tentative ruling is posted and **ALL** counsel intend to submit on the tentative without oral argument, please advise the clerk by emailing the department at CX103@occourts.org as soon as possible. When sending emails to the department, make sure to **CC ALL SIDES** as to avoid any sense of ex parte communication. If all sides submit on the tentative ruling and so advise the court, the tentative ruling shall become

the court's final ruling and the prevailing party shall give Notice of Ruling. If there is no submission or appearance by either party, the court will determine whether the matter is taken off calendar or will become the final ruling.

ORDERS

The court's minute order will constitute the order of the court and no further proposed orders must be submitted to the court **unless** the court or the law specifically requires otherwise. **Where an order *is* specifically required by the court** or by law, the parties are required to do so in accordance with California Rules of Court, rule 3.1312(c) (1) and (2).

BOOKMARKS

Bookmarking of exhibits to motions and supporting declarations - **The court requires strict compliance with CRC, rule 3.1110 (f) (4)** which requires electronic exhibits to include electronic bookmarks with the links to the first page of each exhibit, and with bookmarked titles that identify the exhibit number or letter and briefly describe the exhibit. CRC, rule 3.1110 (f) (4).

The court may continue a motion that does not comply with rule 3.1110 (f) (4) and require the parties to comply with that rule before resetting the hearing.

#9 Chandler vs. The Regents of the University of California

2020-01169261

1. Motion for Preliminary Approval of Class Settlement

RELIEF SOUGHT: Plaintiff seeks preliminary approval of proposed class action settlement.

UPCOMING EVENTS:

Status Conference – April 30, 2025

FACTS/OVERVIEW: This is a putative class action for breach of express and implied contract. On November 9, 2020, Plaintiff Jennifer Chandler, individually and on behalf of all others similarly situated, filed a Complaint for Damages, Equitable Remedies, and Declaratory Relief against Defendant The Regents of the University of California (“Defendants”). (ROA 2.) The action was brought “on behalf of all persons who paid tuition, room and board, campus, administrative, and/or service fees for the Fall 2019 or Winter 2020 academic quarters ... for undergraduate attendance at the University of California, Santa Cruz ... but who were denied full enjoyment of such services as a result of Defendants’ response, or lack thereof, to disruptive strike activity.” (Compl., ¶ 3.)

On February 23, 2021, the First Amended Complaint was filed asserting three causes of action for Breach of Contract, Unjust Enrichment, and Promissory Estoppel. (ROA 28.) On September 28, 2021, the Court sustained Defendants’ demurrer with leave to amend as to the first and third causes of action, and without leave to amend as to the second cause of action. (ROA 98.) The demurrer was sustained to the first cause of action on the ground that a contractual relationship did not exist between Jennifer Chandler and Defendants. (Ibid.)

On November 10, 2021, the operative Second Amended Complaint was filed by Plaintiff Jacob Chandler (Jennifer Chandler’s son), individually and on behalf of himself and all others similarly situated (“Plaintiff”). (ROA 100.) The SAC asserts two causes of action for Breach of Contract and Promissory Estoppel. Defendants demurred to the SAC. (ROA 111.) On May 17, 2022, the Court overruled the demurrer as to the first cause of action, and sustained it without leave to amend as to the second cause of action. (ROA 155.) Defendants filed their Answer on June 16, 2022. (ROA 158.) Shortly thereafter, the parties began discussing potential mediation. (ROA 163.) On April 18, 2024, the parties filed a Notice of Settlement. (ROA 250.)

On October 1, 2024, Plaintiff filed the current Motion for Preliminary Approval of Class Action Settlement and Certification of Settlement Class. (ROA 283.) Neither party has sought to compel arbitration, and a protective order was issued in January 2023. This is the first hearing on the matter.

SUMMARY OF THE SETTLEMENT:

A fully executed copy of the Settlement Agreement and Release (“Settlement”) is attached as Exhibit 1 to the Declaration of Abbas Kazerounian (“Class Counsel”). (ROA 284.)

Settlement Class Definition: All undergraduate students at the University of California, Santa Cruz (UCSC) who (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both the Fall 2019 or Winter 2020 academic quarters; and (ii) were enrolled in one or more course(s) prior to March 10, 2020, that was designated as “in person”. (Settlement, § I.SS.) Excluded are Defendant’s officers, directors, trustees,

principals, etc., and the judges assigned to this action and any member of a judge's immediate family.

Class Period: Period of time encompassing the Fall 2019 academic term and much of the Winter 2020 academic term at UCSC, specifically September 21, 2019, through March 10, 2020. (Id., § I.J.)

Estimated Class Size: 17,876 (Id., Recitals, § N.)

Gross Settlement Amount ("GSA"): \$400,000.00 Total amount to be paid by Defendant. (Id., § I.Y.)

Monetary Settlement Award: \$120,000.00. Amount to be paid from GSA to Valid Claimants, i.e., Settlement Class Members who submit valid and timely claim forms and who do not opt out of settlement. (Id., §§ I.AA, I.UU.)

Payments to Class:

How Calculated? Not applicable. Each participating Settlement Class member to receive pro rata share of \$120,000.00.

Claims Made? Yes. Settlement Class Members must submit Claim Form during Claims Submission Period (within 80 days after settlement administrator mails or emails the Class Notice) in order to receive payment. (Id., § I.G.)

Reversion? No.

Taxation? Not applicable.

Uncashed Unpaid residue or unclaimed Checks? If not cashed within 90 days to be distributed to cy pres recipients Public Justice and Second Harvest Food Bank of Santa Cruz. (Id., § VII.)

Average Pymt. \$134.98, based on estimated 5% claims rate. (Counsel Decl., ¶ 23.)

Release by Class Members: Defendants and its members, affiliated entities, predecessors, successors and assigns, directors, officers, employees, agents, etc. are released as to any and all claims and causes of action that were asserted or could have been asserted in the SAC which relate to or arise out of cancellation of classes, reduced class instruction time, lack of access to on-campus facilities and services, or restricted access, due to alleged striking activity at UCSC. Includes all claims for attorneys' fees and litigation costs. Includes Section 1542 waiver. (Settlement, § XIV.)

Opt Outs: Class Members may opt out by sending written request via U.S. Mail to administrator within 80 days of mailing of Class Notice. Class Members who opt out may not object to settlement. Court is final arbiter of validity of opt out requests. (Id., § VIII.) If 1,000 Class Members opt out, settlement is terminated. (Id., § XVI.4(C).)

Objections: Class Members may object to settlement in writing within 80 days of mailing of Class Notice, or may appear in person at Final Approval hearing. Court has final authority as to consideration and admissibility of objections. (Id., § IX.)

Valuation of Claims: Not applicable. This is not a common funds settlement. However, parties have agreed Defendants will pay dedicated amount of \$120,000.00 as

the settlement award to Class Members to be paid on a pro rata basis. (Counsel Decl., ¶ 17.) Defendants claim educational disruption on 2 days of the 97-day Class Period for which tuition and fees were paid, or between \$233.80 (for California residents) and \$642.79 (for Non-Residents). Plaintiff claims educational disruption for 10 days of the 97-day Class Period for which tuition and fees were paid, or between \$1,169.00 (for California residents) and \$3,213.98 (for Non-Residents). (ROA 286, Declaration of Gil Melili (“Melili Decl.”), ¶¶ 18-23.)

Counsel believes 5% claims rate is reasonable and will result in individual settlement payments of approx. \$134.98, which is between 0.43% and 1.19% of total costs of undergraduate tuition and fees. Estimated settlement payment calculated by taking total number of Settlement Class Members (17,780), multiplying by 5% to determine total number of estimated Valid Claimants (889), and dividing \$120,000.00 by that number. (Melili Decl., ¶ 16.) If claims rate is 100%, individual settlement payments would be approx. \$6.71. (Id., ¶ 22.)

Class Counsel attests settlement is fair and reasonable, and action should be settled in light of litigation risks, merits risks, and certification risks. (Id., ¶¶ 20, 21, 24.)

Plaintiff states that settlement was informed, in part, by uncertainty regarding February 2024 decision by Court of Appeal, First District, Division 3 in *Berlanga v. University of San Francisco* (2024) 100 Cal.App.5th 75, wherein appellate court affirmed trial court’s grant of the university’s summary judgment motion in a case involving claim that university breached its contract with students when it cancelled in-person classes due to COVID-19 pandemic. (Settlement, Recital H.) The

appellate court found that vague statements in the university's promotional materials and catalog about the general expectation that classes would be conducted in person did not amount to enforceable terms of the parties' contract. (Id., at pp. 84-86.)

Plaintiff asserts that the holding in *Kashmiri v. Regents of Univ. of Cal.* (2007) 156 Cal.App.4th 809, is more applicable. In *Kashmiri*, the appellate court found that based on certain statements published by the university regarding the imposition of fee increases, the university made specific promises through its "unequivocal" statements, and thus, it was reasonable for students to believe the fees would remain the same for the duration of their degree program. (Id., at pp. 815-833.)

Claims in instant litigation based on interruptions in classes and campus services due to labor strikes by hundreds of graduate student teaching assistants. Plaintiff alleges the interruptions in educational and campus services were due to Defendants' inadequate response to the labor strikes, and thus amounted to a breach of contract with the putative class members. Counsel attests that he has not seen evidence that all students attending UCSC's campus were impacted by the strike activity. (ROA 285, Declaration of Jason Ibey ("Ibey Decl."), ¶ 26.) Counsel further attests that only some of the graduate student teaching assistants decided to cancel classes or end classes early due to their support of the labor strikes. (Ibid.) Risks of certification and risks of Plaintiff prevailing on the merits of the claims seem extraordinarily high.

Attorneys' Fees and Costs: Class Counsel are Kazerouni Law Group, APC, and CounselOne, P.C. (Settlement, §

I.H.) Defendants will pay up to \$236,532.00 for attorneys' fees and \$20,000.00 for litigation costs out of GSA. (Settlement, § XIII.) Counsel attests that as of September 30, 2024, lodestar for attorneys' fees is \$314,367.00 (Kazerouni Law Group's lodestar is \$123,033.00, and CounselOne's lodestar is \$191,334.00), and combined costs are \$16,038.18 (Kazerouni Law Group's costs are \$5,238.49, and CounselOne's costs are \$10,799.69). (Memo. of P&As, 5:6-10; Ibey Decl., ¶ 22; ROA 287, Declaration of Anthony Orshansky ("Orshansky Decl."), ¶¶ 23-24.) Counsel seeks multiplier of approx. 0.752. (Ibey Decl., ¶ 23.) Apparently, there is no fee-splitting agreement; each law firm will seek full amount of their respective lodestars with multiplier.

Plaintiff's Enhancement: Parties agreed Plaintiff to receive enhancement award of up to \$4,000.00. (Id.) Counsel attests the award is for Plaintiff's efforts in this action, including having his deposition taken, assisting with formal discovery responses, making himself available during mediation, and consulting with counsel. (Ibey Decl., ¶ 12.)

Settlement Administration: Settlement Administrator is Simpluris, Inc. (Id., §§ I.F., II.2.C.) Will create website with long-form Notice, Claim Form, and online portal for Class Members to submit claims. Administration costs and fees estimated to be \$19,468.00. (Id., § X.1.D.)

Concurrent Pending Cases: Counsel not aware of any concurrently pending cases asserting similar claims against Defendants. (Ibey Decl., ¶ 29.)

Continuing Jurisdiction: Settlement provides Court has continuing jurisdiction pursuant to CCP § 664.6 and

CRC 3.769(h). (Id., § II.8.)

CERTIFICATION OF THE CLASS

Although the provisional process is less demanding than a traditional motion for class certification, a trial court reviewing an application for preliminary approval of a settlement must still find that the normal class prerequisites have been met. (See, *Amchem Products, Inc. v. Windsor* (1997) 521 U.S. 591, 625-627; in accord, *Carter v. City of Los Angeles* (2014) 224 Cal.App.4th 808, 826.) The burden of proof rests with the party seeking class certification.

A plaintiff seeking class certification is required to “demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives. In turn, the community of interest requirement embodies three factors: (1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.” (*Brinker Restaurant Corporation v. Superior Court* (2012) 53 Cal.4th 1004, 1021 [internal quotes and citations omitted].) These elements are typically referred to as: (1) ascertainability; (2) numerosity; (3) commonality; (4) typicality; (5) adequacy; and (6) superiority.

It is found that all of the requisite elements are met for conditional certification of the class for settlement purposes. Plaintiff obtained informal and formal discovery both before and after mediation and settlement, including confirmatory discovery regarding the size of the Settlement Class and availability of student identification

information. (ROA 286, Declaration of Gil Melili (“Melili Decl.”), ¶¶ 8, 13.) Class appears to be ascertainable, sufficiently numerous, and well-defined. The parties agree to conditional certification of the Class for settlement purposes.

ISSUES TO BE ADDRESSED:

1. Plaintiff’s enhancement award of \$4,000.00 seems high in light of Plaintiff’s participation in the litigation and lack of risks taken to serve as named plaintiff. At Final Approval, Plaintiff must provide declaration detailing the risks taken, if any, and the approximate number of hours spent on various litigation tasks.

2. Since the primary way for Settlement Class Members to file a claim will be online, then Settlement Class Members should also be allowed to submit opt out requests and objections through settlement administrator’s online portal.

3. Class Notice should clarify that objections to settlement may be submitted in writing to the settlement administrator OR may be made orally at Final Approval hearing.

4. Proposed Order and Class Notices must include statement that if 1,000 or more Class Members opt out of settlement, the settlement is terminated.

5. The Proposed Order and all forms of the Class Notice must be revised consistent with the issues identified above.

RULING:

The hearing on the Motion for Preliminary Approval of Class Settlement and Certification of Settlement Class is CONTINUED to March 14, 2025, at 1:30 p.m. in Department CX103 so that Plaintiff may address the issues identified above.

Counsel must file supplemental papers addressing the Court's concerns no later than fourteen (14) calendar days prior to the continued hearing date. Counsel must also provide red-lined versions of all revised papers. Counsel should also provide the Court with an explanation of how the pending issues were resolved, with precise citation to any corrections or revisions. A supplemental declaration or brief that simply asserts the issues have been resolved or does not clearly state a specific concern has been resolved, is insufficient and will result in a continuance.

The Court does not require any physical or remote appearance at the hearing scheduled for January 3, 2025.

If the parties do not intend to submit on the tentative, please inform the clerk by emailing her before 12:00 p.m. on the day of the hearing at CX103@occourts.org.

KAZEROUNI LAW GROUP, APC

Abbas Kazerounian, Esq. (SBN 249203)

ak@kazlg.com

Gil Melili, Esq. (SBN 337116)

gil@kazlg.com

245 Fischer Avenue, Unit D1

Costa Mesa, CA 92626

Telephone: (800) 400-6808

Facsimile: (800) 520-5523

Attorney for Plaintiff,

Jacob Chandler

**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,

v.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA; and DOES 1 through
100, inclusive,

Defendants.

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

PROOF OF SERVICE

PROOF OF SERVICE

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

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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 Kazerouni Law Group, APC, 245 Fischer Avenue, Unit D1, Costa Mesa, CA 92626. On October 3, 2025, I served the within document(s):

PLAINTIFF'S RESPONSE TO OBJECTIONS TO SETTLEMENT

DECLARATION OF JASON A. IBEY IN SUPPORT OF PLAINTIFF'S RESEPONSE TO OBJECTIONS TO SETTLEMENT

☒ EMAIL - by transmitting electronically via electronic mail the document(s) listed below to counsel of record for Defendants on this date before 11:59 p.m. pursuant to an agreement of the parties and/or Court order.

Raymond A. Cardozo (173263), Terence N. Hawley (179106),
Emily F. Lynch (324055), Maria K. Fairley (336353)
REED SMITH, LLP
101 Second Street, Suite 1800
San Francisco, CA 94105-3659
Email: rcardozo@reedsmith.com, thawley@reedsmith.com,
elynych@reedsmith.com, mfairley@reedsmith.com
Telephone: (415) 543-8700
Facsimile: (415) 391-8629
Attorneys for Defendants

I am readily familiar with the firm's practice of collection and processing 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 postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct, executed on October 3, 2025, at Simi Valley, California.

/s/ Gil Melili
GIL MELILI